



HRA Meeting 6:50 p.m.

EDA Meeting 6:55 p.m.

CITY COUNCIL AGENDA

Tuesday, January 20, 2015

7:00 p.m.

Coon Rapids City Center

Council Chambers

Call to Order

Pledge of Allegiance

3. Oath of Office

Oath of Office - City Councilmember Brad Johnson.

Roll Call

Adopt Agenda

Proclamations/Presentations

Approval of Minutes of Previous Meeting

1. Approval of Minutes of December 16, 2014.
2. Approval of Minutes of January 5, 2015.

Consent Agenda

3. Approve Joint Powers Agreement with Anoka County for Construction and Maintenance of Wilderness Trail.
4. Approve Settlement Agreement with Creekside Estates and Authorize Execution of Agreement.
5. Project 13-25: Approve Change Order and Final Payment to Insituform Technologies USA, Inc. for \$25,821.14 for Sanitary Sewer Lining.
6. Approve Issuance of a Class A On-Sale and Sunday Liquor License to Rapids Grill, LLC, d/b/a Boulevard Bar & Grille, 3395 Coon Rapids Boulevard, Effective March 1, 2015 Contingent Upon Obtaining a Certificate of Occupancy and an Anoka County Food Service License.

Public Hearing

Bid Openings and Contract Awards

Old Business

7. Consider Adoption of Ordinance 2127, an Ordinance Revising Cable Television Franchise.

New Business

8. Consider Introduction of Ordinance Revising the Accreditation Requirements for Therapeutic Massage Therapists.
9. 2014-2015 Insurance Renewals, Consider:
 - Purchasing insurance through the LMCIT with a \$50,000 deductible up to an annual aggregate of \$200,000.
 - Maintaining statutory legal limits of \$1.5 million per occurrence.
 - Direct staff on the purchase of no fault sewer back up insurance by either selecting option 1 or 2:
 1. Adopt Resolution 15-26 Purchasing sewer backup liability insurance or
 2. Adopt Resolution 15-26A Declining the purchase of optional sewer backup liability insurance.

Open Mic/Public Comment

Reports on Previous Open Mic

10. Open Mic Report - Jerry Pierce of 12236 Partridge Street NW.

Other Business

Adjourn



City Council Regular

Meeting Date: 01/20/2015

Subject: Oath of Office - Councilmember Brad Johnson

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Mayor Koch will administer the Oath of Office to incoming Councilmember Brad Johnson.

DISCUSSION

As Council is aware, Councilmember Johnson's Oath has been officially administered and he took his position as Ward 5 Councilmember effective January 5, 2015. This is a ceremonial administering of the Oath in keeping with the City's practice of administering the Oaths at an official City Council Meeting.

RECOMMENDATION

Administer the Oath of Office to City Councilmember Brad Johnson.

Attachments

Oath Johnson



OATH OF OFFICE

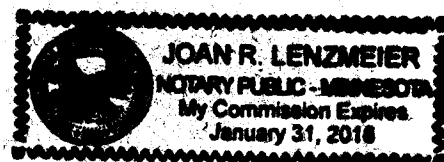
STATE OF MINNESOTA)
COUNTY OF ANOKA) ss
CITY OF COON RAPIDS)

I, Brad Johnson, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and discharge faithfully the duties of the office of City Councilmember for the City of Coon Rapids in the County of Anoka and State of Minnesota, to the best of my judgment and ability.


Brad Johnson

Subscribed and sworn to before me
20th day of December, 2014


Notary Public





City Council Regular

1.

Meeting Date: 01/20/2015

SUBJECT: Minutes of December 16, 2014

Attachments

December 16, 2014 Minutes

COON RAPIDS CITY COUNCIL MEETING MINUTES OF DECEMBER 16, 2014

OPEN MIC/PUBLIC COMMENT

Jeff Luck of 926 112th Street addressed Council about the bike path proposed to be constructed in front of his home. Mr. Luck indicated that he did not see his comments from the last meeting reflected in the Minutes and wondered why. Mr. Luck indicated that he has polled his neighborhood and 85% of the neighborhood does not want the path. Mayor Howe noted that the 112th Avenue Trail is on the Agenda later in the meeting.

Dale Koch of 2020 127th Avenue presented gifts to the outgoing Councilmembers.

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of December was called to order by Mayor Tim Howe at 7:10 p.m. on Tuesday, December 16, 2014, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Howe led the Council in the Pledge of Allegiance.

ROLL CALL

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Ron Manning, Paul Johnson, Jerry Koch, Bruce Sanders and Steve Wells

Members Absent: None

ADOPT AGENDA

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KOCH, TO ADOPT THE AGENDA AS AMENDED ADDING ITEM 11(1) APPROVING THE SPECIFICATIONS FOR THE GOLF CART FLEET AND ORDER THE ADVERTISEMENT FOR BIDS TO BE OPENED JANUARY 2, 2015 AND REMOVING ITEM 3 FROM THE AGENDA. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

1. PRESENT PROCLAMATION AND ADOPT RESOLUTION 14-112, A RESOLUTION ACCEPTING THE DONATION OF FUNDS FROM THE 2014 EISENHOWER ELEMENTARY SCHOOL PENNY DRIVE

Mayor Howe read a proclamation in full and thanked the Eisenhower Elementary School for their generous donation to the City from their recent Kookie's Penny Drive. Patty Sathre presented the City with a check. A round of applause was offered by all in attendance.

2. ADMINISTER THE FIREFIGHTER'S OATH OF OFFICE TO CHRISTIAN WORBY
AND MARTIN NELSON

Fire Chief Piper introduced the Council to its newest firefighters Christian Worby and Martin Nelson.

Mayor Howe administered the Oath of Office to Firefighters Christian Worby and Martin Nelson. A round of applause was offered by all in attendance.

3. PROCLAMATION RECOGNIZING LYLE HANEY

This item was removed from the agenda.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

4. DECEMBER 2, 2014, COUNCIL MEETING

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS,
FOR APPROVAL OF THE MINUTES OF THE DECEMBER 2, 2014, COUNCIL MEETING.
THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

5. RECEIVE REPORT FROM CRMAF BOARD OF DIRECTORS
6. CONCUR WITH CRMAF BOARD OF DIRECTORS RECOMMENDATIONS
7. ADOPT RESOLUTION 14-116 ACCEPTING \$10,000 GRANT FROM CRMAF FOR THE HOME FOR GENERATIONS II PROGRAM
8. APPROVE OPTION 3 OF RETRO-RATED PLANS WITH THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
9. APPROVE FINAL PAYMENTS TO C.S. MCCROSSAN CONSTRUCTION, INC. IN THE AMOUNT OF \$93,118.58 FOR PROJECT 13-2/13-3, STREET RECONSTRUCTION
10. APPROVE 2015 LICENSE RENEWALS SUBJECT TO ADDITIONAL REQUIREMENTS AS LISTED
11. ACCEPT INFORMATIONAL ITEM: LEGAL OWNERSHIP CHANGE FOR MAX IT PAWN/CASH-N-PAWN INTERNATIONAL LTD AND SUPERAMERICA #4290 AND #4197/NORTHERN TIER RETAIL, LLC
- 11(1). APPROVE THE SPECIFICATIONS FOR THE GOLF CART FLEET AND ORDER THE

- ADVERTISEMENT FOR BIDS TO BE OPENED JANUARY 2, 2015
12. APPROVE 90 DAY EXTENSION TO MARCH 8, 2015 FOR THE FINAL PLAT FOR LAWRENCE ESTATES
 13. APPROVE ANOKA COUNTY FIRE PROTECTION COUNCIL JOINT POWERS AGREEMENT
 14. APPROVE ISSUANCE OF A CLASS A ON-SALE AND SUNDAY LIQUOR LICENSE TO 3420 COON RAPIDS LLC, D/B/A BROADWAY PIZZA
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MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER SANDERS, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Councilmember Sanders requested a date correction to the CRMAF Resolution.

Mr. Stanton noted that the Mortgage Assistance Foundation was in need of volunteers.

THE MOTION PASSED UNANIMOUSLY.

REPORTS ON PREVIOUS OPEN MIC

15. OPEN MIC REPORT – JEFF COSMAN

Mayor Howe discussed Mr. Cosman's comments made during Open Mic at the December 2, 2014 Council meeting.

16. OPEN MIC REPORT – JEFF LUCK

Mayor Howe discussed Mr. Luck's comments made during Open Mic at the December 2, 2014 Council meeting.

PUBLIC HEARING

17. 2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM:
 - A. HOLD PUBLIC HEARING AND TAKE PUBLIC COMMENT ON THE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PROGRAM YEAR 2015;
 - B. AUTHORIZE THE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PROGRAM YEAR 2015 FOR A HOUSING REHABILITATION PROGRAM;
 - C. AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE A CDBG AGREEMENT, TOGETHER WITH ANY OTHER NECESSARY DOCUMENTS,

WITH ANOKA COUNTY REGARDING THE IMPLEMENTATION OF THE 2015
CDBG PROGRAM

The Staff report was shared with Council.

Mayor Howe opened and closed the public hearing at 7:24 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO AUTHORIZE THE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PROGRAM YEAR 2015 FOR A HOUSING REHABILITATION PROGRAM; AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE A CDBG AGREEMENT, TOGETHER WITH ANY OTHER NECESSARY DOCUMENTS, WITH ANOKA COUNTY REGARDING THE IMPLEMENTATION OF THE 2015 CDBG PROGRAM. THE MOTION PASSED UNANIMOUSLY.

18. 2015 FEE REVISIONS:

- A. CONDUCT A PUBLIC HEARING REGARDING THE FEE INCREASES FOR OFF-SALE AND ON-SALE 3.2 MALT LIQUOR LICENSES; AND
 - B. CONSIDER ADOPTION OF AN ORDINANCE TO REVISE MALT LIQUOR LICENSE FEES EFFECTIVE JANUARY 1, 2015
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The Staff report was shared with Council.

Mayor Howe opened and closed the public hearing at 7:26 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT AN ORDINANCE TO REVISE MALT LIQUOR LICENSE FEES EFFECTIVE JANUARY 1, 2015. THE MOTION PASSED UNANIMOUSLY.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

- 19. CONSIDER ADOPTION OF RESOLUTION 14-104 ESTABLISHING CERTAIN FEES AND CHARGES FOR USE OF CITY PARK FACILITIES EFFECTIVE JANUARY 1, 2015
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT RESOLUTION NO. 14-104 ESTABLISHING CERTAIN FEES AND CHARGES FOR USE OF CITY PARK FACILITIES EFFECTIVE JANUARY 1, 2015.

Councilmember Klint understood that parties up to 75 people could use a shelter for \$75 and parties over 75 would be charged \$150. Public Works Director Himmer indicated this was staff's recommendation. Mr. Gunderson explained how park maintenance was managed by City staff noting shelters were cleaned once a day. He reported that larger parties (over 75 people) would receive the use of all three shelters for \$150.

Councilmember Klint suggested the park shelters be rented out on a per shelter basis and not have the rate be based on the size of the party.

Councilmember Johnson understood staff's point and was in favor of having parties over 75 people be allowed to have access to all three shelters. He believed this recommendation would make shelter rental easier for staff to manage. Public Works Director Himmer discussed the rental rates of the shelters were rented out per shelter versus per the size of the party.

Councilmember Koch believed the current fee schedule language was clumsy. He suggested that the fee schedule explain the rate for using shelter 1 and the number of people it would accommodate and so on and so forth for the other two shelters. He stated that he was having a hard time accepting the proposed hike in fees.

Councilmember Manning questioned how often a party over 75 people would be renting the park shelters. He did not believe the proposed rates were a concern.

Councilmember Sanders understood there had to be a break at some point. He appreciated staff's recommendation and commented that the proposed rates would be less expensive than if an hourly rental rate were suggested.

Councilmember Koch explained he would support the rates as presented.

THE MOTION PASSED 6-1 (KLINT OPPOSED).

NEW BUSINESS

20. CONSIDER ADOPTION OF RESOLUTION 14-114, APPROPRIATING FUNDS FOR THE PURCHASE OF IT STORAGE AND DISASTER RECOVERY EQUIPMENT

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT RESOLUTION NO. 14-114 APPROPRIATING FUNDS FOR THE PURCHASE OF IT STORAGE AND DISASTER RECOVERY EQUIPMENT. THE MOTION PASSED UNANIMOUSLY.

21. CONSIDER ADOPTION OF RESOLUTION 14-119, ESTABLISHING BUNKER HILLS GOLF COURSE FEES AND CHARGES

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT RESOLUTION NO. 14-119, A RESOLUTION ESTABLISHING BUNKER HILLS GOLF COURSE FEES AND CHARGES. THE MOTION PASSED UNANIMOUSLY.

22. CONSIDER ADOPTION OF RESOLUTION 14-118, ESTABLISHING 2015 COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT RESOLUTION NO. 14-118 ESTABLISHING THE 2015 COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES. THE MOTION PASSED UNANIMOUSLY.

23. CONSIDER ADOPTION OF RESOLUTION 14-115, RE-APPROPRIATING FUNDS WITHIN THE 2014 GENERAL FUND BUDGET AND AMENDING THE 2014 AND 2015 BUDGETS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 14-115 RE-APPROPRIATING FUNDS WITHIN THE 2014 GENERAL FUND BUDGET AND AMENDING THE 2014 AND 2015 BUDGETS. THE MOTION PASSED UNANIMOUSLY.

24. CONSIDER APPROVING RESOLUTION NO. 14-113 AMENDING THE 2014 BUDGET FOR ALARMS FOR FIRE STATION NO. 1 AND NO. 3

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT RESOLUTION NO. 14-113 AMENDING THE 2014 BUDGET FOR ALARMS FOR FIRE STATION NO. 1 AND NO. 3. THE MOTION PASSED UNANIMOUSLY.

25. RESIDENTIAL STREET RECONSTRUCTION – PROJECT 15-1:
- A. ADOPT RESOLUTION NO. 15-1(4) ACCEPTING FEASIBILITY REPORT AND ORDERING PUBLIC HEARING ON IMPROVEMENT FOR FEBRUARY 17, 2015
 - B. ADOPT RESOLUTION NO. 15-1(10) DECLARING THE COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL
 - C. ADOPT RESOLUTION NO. 15-1(11) SETTING AN ASSESSMENT HEARING DATE FOR FEBRUARY 17, 2015
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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 15-1(4) ACCEPTING FEASIBILITY REPORT AND ORDERING PUBLIC HEARING ON IMPROVEMENT FOR FEBRUARY 17, 2015; RESOLUTION NO. 15-1(10) DECLARING THE COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL; AND RESOLUTION NO. 15-1(11) SETTING AN ASSESSMENT HEARING DATE FOR FEBRUARY 17, 2015.

Councilmember Koch recommended that staff review the condition of Flora Street as it was in poor disrepair. Public Works Director stated Flora Street used to be a private street. He indicated the roadway would be rated in 2015.

THE MOTION PASSED UNANIMOUSLY.

26. RESIDENTIAL STREET RECONSTRUCTION – PROJECT 15-2:
- A. ADOPT RESOLUTION NO. 15-2(4) ACCEPTING FEASIBILITY REPORT AND ORDERING PUBLIC HEARING ON IMPROVEMENT FOR FEBRUARY 17, 2015
 - B. ADOPT RESOLUTION NO. 15-2(10) DECLARING THE COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL
 - C. ADOPT RESOLUTION NO. 15-2(11) SETTING AN ASSESSMENT HEARING DATE FOR FEBRUARY 17, 2015
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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT RESOLUTION NO. 15-2(4) ACCEPTING FEASIBILITY REPORT AND ORDERING PUBLIC HEARING ON IMPROVEMENT FOR FEBRUARY 17, 2015; RESOLUTION NO. 15-2(10) DECLARING THE COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL; AND RESOLUTION NO. 15-2(11) SETTING AN ASSESSMENT HEARING DATE FOR FEBRUARY 17, 2015. THE MOTION PASSED UNANIMOUSLY.

27. RESIDENTIAL STREET RECONSTRUCTION – PROJECT 15-3:
- A. ADOPT RESOLUTION NO. 15-3(4) ACCEPTING FEASIBILITY REPORT AND ORDERING PUBLIC HEARING ON IMPROVEMENT FOR FEBRUARY 17, 2015
 - B. ADOPT RESOLUTION NO. 15-3(10) DECLARING THE COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL
 - C. ADOPT RESOLUTION NO. 15-3(11) SETTING AN ASSESSMENT HEARING DATE FOR FEBRUARY 17, 2015
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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 15-3(4) ACCEPTING FEASIBILITY REPORT AND ORDERING PUBLIC HEARING ON IMPROVEMENT FOR FEBRUARY 17, 2015; RESOLUTION NO. 15-3(10) DECLARING THE COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL; AND RESOLUTION NO. 15-3(11) SETTING AN ASSESSMENT HEARING DATE FOR FEBRUARY 17, 2015. THE MOTION PASSED UNANIMOUSLY.

28. CONSIDER ADOPTION OF RESOLUTION 14-117, AMENDING THE 2015 BUDGET FOR A FEASIBILITY STUDY FOR A REMODELING PROJECT AT BUNKER HILLS GOLF CLUB
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The Staff report was shared with Council.

Councilmember Wells asked if the new food vendor was the best partner for the City to discuss the proposed renovations with. He feared that the remodeling would be questioned if a new food vendor were brought in, in the future. City Manager Gatlin stated the remodeling designs were being drafted by the original architects. This group was very familiar with the building and was providing the City with an impartial third party opinion.

Mayor Howe questioned who would be assuming the expense of the project. City Manager Gatlin reported that the City would be assuming the entire expense.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 114-117 AMENDING THE 2015 BUDGET FOR A FEASIBILITY STUDY FOR A REMODELING PROJECT AT BUNKER HILLS GOLF CLUB.

Councilmember Johnson believed that the remodeling would continue to improve operations at the golf course.

THE MOTION PASSED UNANIMOUSLY.

29. CONSIDER REVOCATION OF THERAPEUTIC MASSAGE ENTERPRISE LICENSE FOR ORIENTAL MASSAGE LOCATED AT 2740 MAIN STREET

The Staff report was shared with Council.

Councilmember Koch asked if property owner could easily take down the advertising. City Clerk Lenzmeier stated it appears that the advertising has been placed on site by the business owner and has not been removed, after repeated requests from City staff.

John Huberty, attorney representing Oriental Massage, discussed the location of Oriental Massage within the City of Coon Rapids and noted this business has been in operation without incident for several years. He advised that the location has been kept neat and clean. He reported that the cot issue has been addressed and people were no longer staying onsite, overnight. He indicated the site has been inspected by the City and all code enforcement issues have been addressed.

Mr. Huberty provided comment on the out-call massage services that was posted at the property. He stated that this matter has been addressed with Ms. Chen and the flyer was removed. He believed that there has been communication issues between the City and Ms. Chen. He stated that Ms. Chen was committed to abide by City Code if the Council were to reconsider the revocation of her massage license. He requested that the Council allow him to work with Ms. Chen in order to bring the property into compliance.

Ms. Chen addressed the Council and apologized for her mistakes in the past. She reported she has been in the United States for five years and understood she needed to improve her understanding of City Code and the City's requirements. She stated she would try her best in the future to meet the City's regulations for her new business. She did not understand that the flyers she posted violated City Code. She was simply trying to assist a friend. She indicated that all City guidelines would be followed from this point forward. She reported she would have a very difficult time raising her family if she were forced to close her business. She was sorry for her wrongdoings and requested the Council reconsider revoking her massage license.

Councilmember Koch asked if how many years Ms. Chen has been in business. Ms. Chen stated she has one store in Blaine and another in Coon Rapids. The store in Coon Rapids has been operating for the past three years.

Councilmember Klint questioned if the employee behavior pledge was signed by the Ms. Chen's employees in 2014. Ms. Chen reported she did not have copies.

Mayor Howe asked if the schooling and licensing issue was resolved. City Clerk Lenzmeier reported that all four of her requests to Ms. Chen have not been resolved. Staff was uncertain if the four massage therapists working for Ms. Chen were licensed. She indicated Ms. Chen has stated she was a character reference to her employees.

Mayor Howe requested further comment from Ms. Chen on this issue. Mr. Huberty reported these applications were filled out by the individual massage therapists. He explained he has encouraged Ms. Chen to complete a background check on her employees in the future.

Councilmember Sanders commented that all of the online advertisements linked to Ms. Chen's business had not been removed. He brought up the ad and displayed it for Mr. Huberty. Mr. Huberty did not believe the information within the box was connected to Ms. Chen's ad.

Councilmember Manning inquired why the looks of the massage therapist was being brought into the advertising language. Mr. Huberty stated this should not matter, however some clientele would prefer a massage from a beautiful person, than a more homely person. He understood the Council's concerns in what this was implying. He suggested that the Police Department visit Ms. Chen's business undercover and complete spot checks.

Councilmember Johnson discussed the police reports noting people were living at the place of business. He believed that this was a questionable business due to the fact the massage therapists have not provided their licensure to the City. He explained that the inappropriate ads online were only adding to his concern. For that reason, he supported the massage license being revoked.

Councilmember Wells had concerns with the conclusions that were being jumped to. He reported that staff and has not reported any illicit activity taking place at this location, nor has the Police Department. He knew that the establishment was investigated by the police in the past and no illegal activity was taking place. He recommended that if the massage license were to be revoked that this be based solely on facts.

Councilmember Sanders stated he was not making any accusations. He was simply bringing to the forefront that erotic ads were still being posted online directly linked to this business. He believed this was insinuating that other attractions were taking place. This made him question the activities taking place onsite.

Mayor Howe discussed the possibility of links being placed on Ms. Chen's website.

Councilmember Sanders stated this was a possibility; however, phone numbers were listed for Ms. Chen's business.

Councilmember Klint expressed concern with the pledge that the owner had her employees sign about how not to have sex with their clients.

Mayor Howe believed this was the nature of the massage business.

Councilmember Koch indicated he was focused on proof of licensure for the massage therapists. He explained that all other businesses within the City had complied with the City's request for this information. He believed that Ms. Chen was lacking some business acumen and for that reason, the business should not continue. He suggested that someone either step in and take over the management of the business, or that it be closed.

Councilmember Manning questioned if conditions could be placed on the license to allow Ms. Chen to be brought into compliance with the City's requirements.

Mayor Howe noted staff was recommended that the license be revoked at the end of the year.

Councilmember Sanders stated he originally believed the City should work with Ms. Chen in order keep her business operational. However, he was uncertain if Ms. Chen's employees were licensed massage therapists and after viewing her website and the online ads his concerns were growing that this was not a legitimate business and therefore, did not belong in the City of Coon Rapids. He stated that he could support a probationary period only if the City Clerk received verification that each massage therapist was licensed with an accredited school/institution.

Councilmember Klint indicated she could support this recommendation so long as Ms. Chen took action between now and the end of the year.

Councilmember Johnson asked if the license were not revoked if it would be automatically approved in 2015. He was in favor of moving ahead of the license revocation through the end of the year. This would allow Ms. Chen to work on collecting all of the necessary paperwork to reinstate her license in 2015.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KLINT, TO REVOKE THE THERAPEUTIC MASSAGE ENTERPRISE LICENSE FOR ORIENTAL MASSAGE LOCATED AT 2740 MAIN STREET.

Councilmember Wells clarified that the Council was revoking the remainder of the 2014 massage license. City Attorney Brodie reported this was the case.

Councilmember Klint inquired if Ms. Chen could reapply for her massage license in 2015, or questioned if there was a waiting period. City Attorney Brodie indicated there was not a waiting

period and Ms. Chen would be able to apply for a license for 2015. He requested that the Council describe several findings as to why the Council was revoking the license.

Mayor Howe reported he would not be supporting this motion. He feared that the Council was jumping to conclusions. He reported that Ms. Chen had already addressed the code enforcement issues.

Councilmember Klint reported the business had no worker's compensation insurance and public liability insurance. She commented that this alone was grounds for license revocation under the City's guidelines. City Clerk Lenzmeier stated that since Ms. Chen has hired an attorney, she has provided the City with proof of public liability insurance. The City was still waiting to obtain proof of worker's compensation insurance.

Mr. Huberty stated that Ms. Chen's massage therapists are independent contractors and under State law, she would not be required to have worker's compensation insurance for them.

Councilmember Koch believed that the business owner had not committed any misdemeanors, but rather has not provided the City with the correct documentation. He stated if no action were taken at this time, the license would expire at the end of the year. He would then charge the City Clerk to not approve a new license, unless verifiable information were provided to staff that all therapists were licensed and properly insured.

Councilmember Johnson feared that there was no licensed massage therapists on staff for Ms. Chen. For this reason, he recommended that the license be revoked. He encouraged Ms. Chen to pursue her 2015 license with all of the necessary paperwork with the City.

THE MOTION PASSED 4-3 (KOCH, SANDERS AND MAYOR HOWE OPPOSED).

30. CONSIDER AUTHORIZING PURCHASE OF REPLACEMENT TORO
GROUNDMASTER

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER WELLS, TO AUTHORIZE THE PURCHASE OF A REPLACEMENT TORO GROUNDMASTER, AND ALLOW THE TRADE-IN (OR AUCTION) OF THE OTHER ASSOCIATED SURPLUS INVENTORY EQUIPMENT. THE MOTION PASSED UNANIMOUSLY.

31. CABLE FRANCHISE AGREEMENT CONSIDERATIONS:
A. APPROVAL OF THE SETTLEMENT AGREEMENT AND AUTHORIZE THE
EXECUTION OF THE SETTLEMENT AGREEMENT; AND

B. INTRODUCTION OF AN ORDINANCE AMENDING THE CABLE FRANCHISE
ORDINANCE

The Staff report was shared with Council.

Mike Bradley, attorney for CTN, explained his firm has represented the City for the past 15 years and was pleased to report that a new franchise with Comcast has been reached. He provided comment on the contract negotiations noting the new contract would provide the City with two HD channels and would expire in 2019. He reported that a transfer of control was being requested from Comcast to GreatLand Communications.

Mayor Howe questioned what the PEG fees would be going forward. Mr. Bradley reported the PEG fees would be set at \$2.23 through 2019.

Councilmember Klint asked if the new company would provide the same services as Comcast. Mr. Bradley indicated there would be a transition period between the two companies. He provided comment on the agreements that were being discussed between the two companies.

Councilmember Sanders inquired if residents would still be able to bundle their phone, cable and internet services. Mr. Bradley was uncertain how this will be managed by the new company. He anticipated that cable rates would change.

Eric Strause thanked Mr. Bradley for his efforts on behalf of the City.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER KOCH, TO APPROVE THE SETTLEMENT AGREEMENT AND AUTHORIZE THE EXECUTION OF THE SETTLEMENT AGREEMENT; AND INTRODUCE AN ORDINANCE AMENDING THE CABLE FRANCHISE ORDINANCE. THE MOTION PASSED UNANIMOUSLY.

32. CONSIDER ADOPTING RESOLUTION 14-120, APPROPRIATING FUNDS FOR
RESTAURANT OPERATIONS MANAGED BY MHC BUNKER HILLS, LLC

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 14-120, APPROPRIATING FUNDS FOR RESTAURANT OPERATIONS MANAGED BY MHC BUNKER HILLS, LLC. THE MOTION PASSED UNANIMOUSLY.

OTHER BUSINESS

33. DISCUSS TRAIL OPTIONS FOR 112TH AVENUE NW

The Staff report was shared with Council.

Councilmember Manning believed the trail should be on the street. He indicated the residents did not want a new trail as it would interfere with their property.

Councilmember Wells stated he has received several emails and noted he would not support Option #1 or #2.

Mayor Howe asked how the grant funds would be used if the trail connection were not pursued. Public Works Director Himmer reported the trail within the park was included in the master plan. He described the two different trail uses and noted the \$120,000 grant would be lost.

Councilmember Johnson agreed with Councilmember Wells. He believed Option #3 or #4 were the better choices.

Councilmember Sanders recommended that signage be posted to inform pedestrians how to get from one park to the other. He supported Option #3 or #4 be pursued.

Councilmember Klint believed that new trails should provide important pedestrian connections.

Councilmember Koch thanked staff for providing information on how the Council could maximize its dollars for trails. He understood that trail connections were important for pedestrians and young families. He did not believe a large trail was a reasonable burden for the adjacent residents.

Councilmember Manning stated it has been a joy serving on the City Council. He appreciated each member and thanked them for their service to the City of Coon Rapids.

Councilmember Klint agreed and believed the Council was filled with outstanding leaders.

Councilmember Koch thanked the off-going Council for their exemplary service to the community noting each would be missed.

Councilmember Johnson congratulated Wade Demmer and Brad Johnson on being elected to the City Council. He encouraged Mayor Elect Koch to continue his fine service to the City. He thanked the Commission member for their volunteer service to the City. He appreciated all City staff and public safety members for their efforts on behalf of the residents.

Councilmember Sanders announced that Rachel Bonna would be having her number retired at the upcoming Coon Rapids Girls Hockey Game. He stated this was quite an honor for the Coon Rapids alum.

Councilmember Sanders stated he has enjoyed working with Mayor Tim Howe and thanked him for his incredible leadership and patience. He believed that the City was being left in good hands, with the new Mayor and Councilmembers.

Mayor Howe stated a gathering was held earlier this evening for the parting Council members. He indicated it has been a great 12 years. He was pleased with the direction the City was heading and the appreciated the dedicated leadership provided by staff. He thanked the residents of Coon Rapids for entrusting him to be Mayor for more than a decade. He was proud to be a representative of the City of Coon Rapids. He thanked his wife and family for their continued support.

ADJOURN

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER JOHNSON, TO ADJOURN THE MEETING AT 9:35 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

2.

Meeting Date: 01/20/2015

SUBJECT: Minutes of January 5, 2015

Attachments

January 5, 2015

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF JANUARY 5, 2015

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of January was called to order by Mayor Jerry Koch at 7:00 p.m. on Monday, January 5, 2015, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Koch led the Council in the Pledge of Allegiance.

OATH OF OFFICE

1. OATHS OF OFFICE FOR NEW COUNCILMEMBERS

The Honorable Tammi A. Fredrickson administered the Oath of Office to Councilmember Wade Demmer and Mayor Jerry Koch. A round of applause was offered by all in attendance.

ROLL CALL

Members Present: Mayor Jerry Koch, Councilmembers Denise Klint, Wade Demmer, and Steve Wells

Members Absent: Councilmembers Brad Johnson and Ron Manning

ADOPT AGENDA

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT THE AGENDA AS AMENDED REMOVING ITEM 13 UNDER NEW BUSINESS. THE MOTION PASSED UNANIMOUSLY.

COUNCIL BUSINESS

2. DESIGNATE COUNCIL SECRETARY:

- A. CONSIDER RESOLUTION 15-3 DESIGNATING TIMESAVER OFF SITE SECRETARIAL, INC. AS COUNCIL SECRETARY FOR 2015
 - B. APPROVE ADDENDUM TO RECORDING SECRETARY SERVICE AGREEMENT
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER WELLS, TO ADOPTION OF RESOLUTION 15-3 DESIGNATING TIMESAVER OFF SITE SECRETARIAL, INC. AS COUNCIL SECRETARY FOR 2015; AND APPROVE ADDENDUM TO RECORDING SECRETARY SERVICE AGREEMENT. THE MOTION PASSED UNANIMOUSLY.

3. COUNCIL RULES OF PROCEDURES:
 - A. ADOPT RESOLUTION 15-4 ESTABLISHING COUNCIL RULES OF PROCEDURE
 - B. ADOPT THE ADDENDUM TO RESOLUTION 15-4, DEFINITIONS AND EXPLANATIONS OF CITY COUNCIL ORDER OF BUSINESS
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-4 ESTABLISHING COUNCIL RULES OF PROCEDURE; AND ADOPT THE ADDENDUM TO RESOLUTION 15-4, DEFINITIONS AND EXPLANATIONS OF CITY COUNCIL ORDER OF BUSINESS. THE MOTION PASSED UNANIMOUSLY.

4. CONSIDER RESOLUTION 15-6 DESIGNATING THE ANOKA COUNTY UNION HERALD AS THE OFFICIAL NEWSPAPER FOR 2015
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-6 DESIGNATING THE ANOKA COUNTY UNION HERALD AS THE OFFICIAL NEWSPAPER FOR 2015. THE MOTION PASSED UNANIMOUSLY.

5. COUNCIL APPOINTMENTS:
 - A. ADOPT RESOLUTION 15-7 APPOINTING CHIEF OF POLICE AND ONE OTHER VOTING MEMBER AND ALTERNATE TO THE ANOKA COUNTY JOINT LAW ENFORCEMENT COUNCIL
 - B. ADOPT RESOLUTION 15-8 APPOINTING A DELEGATE AND ALTERNATE TO THE ANOKA-HENNEPIN DISTRICT 11 COMMUNITY EDUCATION ADVISORY COUNCIL
 - C. ADOPT RESOLUTION 15-9 APPOINTING A DELEGATE AND ALTERNATE TO METRO CITIES
 - D. ADOPT RESOLUTION 15-10 APPOINTING A DELEGATE AND ALTERNATE TO THE LEAGUE OF MINNESOTA CITIES
 - E. ADOPT RESOLUTION 15-11 APPOINTING A REPRESENTATIVE AND

- ALTERNATE TO THE LOCAL GOVERNMENT INFORMATION SYSTEMS (LOGIS)
- F. ADOPT RESOLUTION 15-12 APPOINTING REPRESENTATIVES AND ALTERNATE TO THE MINNESOTA METRO NORTH TOURISM (TWIN CITIES GATEWAY)
 - G. ADOPT RESOLUTION 15-13 APPOINTING TWO MEMBERS AND ALTERNATE TO THE SCHWAN'S SUPER RINK JOINT BOARD
 - H. ADOPT RESOLUTION 15-14 APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY
 - I. ADOPT RESOLUTION 15-15 APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE NORTH METRO CROSSING COALITION
 - J. ADOPT RESOLUTION 15-25 APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE ANOKA COUNTY FIRE PROTECTION COUNCIL
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-7 APPOINTING CHIEF OF POLICE BRAD WISE AND VOTING MEMBER STEVE WELLS TO THE ANOKA COUNTY JOINT LAW ENFORCEMENT COUNCIL. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-8 APPOINTING RON MANNING AND ALTERNATE WADE DEMMER TO THE ANOKA-HENNEPIN DISTRICT 11 COMMUNITY EDUCATION ADVISORY COUNCIL. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-9 APPOINTING WADE DEMMER AND ALTERNATE MAYOR JERRY KOCH TO METRO CITIES. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-10 APPOINTING WADE DEMMER AND ALTERNATE DENISE KLINT TO THE LEAGUE OF MINNESOTA CITIES. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-11 APPOINTING CITY MANAGER STEVE GATLIN AND ALTERNATE IT MANAGER DAVE SACK TO THE LOCAL GOVERNMENT INFORMATION SYSTEMS (LOGIS). THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-12 APPOINTING MAYOR JERRY KOCH AND CITY MANAGER STEVE GATLIN TO THE MINNESOTA METRO NORTH TOURISM BOARD

(TWIN CITIES GATEWAY). THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-13 APPOINTING STEVE WELLS AND ALTERNATE WADE DEMMER TO THE SCHWAN'S SUPER RINK JOINT BOARD. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-14 APPOINTING DENISE KLINT AND ALTERNATE BRAD JOHNSON TO THE NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-15 APPOINTING CITY MANAGER STEVE GATLIN AND PUBLIC WORKS DIRECTOR TIM HIMMER TO THE NORTH METRO CROSSING COALITION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION 15-25 APPOINTING STEVE WELLS TO THE ANOKA COUNTY FIRE PROTECTION COUNCIL. THE MOTION PASSED UNANIMOUSLY.

6. BOARD AND COMMISSION APPOINTMENTS:
 - A. ADOPT RESOLUTION 15-16 APPROVING ANNUAL APPOINTMENTS TO THE ARTS COMMISSION
 - B. ADOPT RESOLUTION 15-17 APPROVING ANNUAL APPOINTMENTS TO THE BOARD OF ADJUSTMENT AND APPEALS
 - C. ADOPT RESOLUTION 15-18 APPROVING ANNUAL APPOINTMENTS TO THE POLICE AND FIREFIGHTER'S CIVIL SERVICE COMMISSION
 - D. ADOPT RESOLUTION 15-19 APPROVING ANNUAL APPOINTMENT TO THE HISTORICAL COMMISSION
 - E. ADOPT RESOLUTION 15-20 APPROVING ANNUAL APPOINTMENTS TO THE PARKS COMMISSION
 - F. ADOPT RESOLUTION 15-21 APPROVING ANNUAL APPOINTMENTS TO THE PLANNING COMMISSION
 - G. ADOPT RESOLUTION 15-22 APPROVING ANNUAL APPOINTMENTS TO THE SAFETY COMMISSION
 - H. ADOPT RESOLUTION 15-23 APPROVING ANNUAL APPOINTMENTS TO THE SUSTAINABILITY COMMISSION
-

Mayor Koch reviewed the board and commission appointments with the Council.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-16 APPROVING ANNUAL APPOINTMENTS TO THE ARTS

COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-17 APPROVING ANNUAL APPOINTMENTS TO THE BOARD OF ADJUSTMENT AND APPEALS. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-18 APPROVING ANNUAL APPOINTMENTS TO THE POLICE AND FIREFIGHTER'S CIVIL SERVICE COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-19 APPROVING ANNUAL APPOINTMENTS TO THE HISTORICAL COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-20 APPROVING ANNUAL APPOINTMENTS TO THE PARKS COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-21 APPROVING ANNUAL APPOINTMENTS TO THE PLANNING COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-22 APPROVING ANNUAL APPOINTMENTS TO THE SAFETY COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION 15-23 APPROVING ANNUAL APPOINTMENTS TO THE SUSTAINABILITY COMMISSION. THE MOTION PASSED UNANIMOUSLY.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

DECEMBER 16, 2014, COUNCIL MEETING

This item was tabled to the January 20, 2015 meeting.

CONSENT AGENDA/INFORMATIONAL BUSINESS

7. ACCEPT EASEMENT FOR DRAINAGE AND UTILITY FROM TOM BODEN LOCATED AT 12221 OLIVE STREET
8. ADOPT RESOLUTION 15-01 AMENDING THE 2015 BUDGET FOR AN AMPLIFIER FOR THE POLICE DEPARTMENT
9. ACCEPT EASEMENT FOR SIDEWALK PURPOSES FROM ALLINA HEALTH

- SYSTEMS RIVER VIEW FARMS PLAT 3
10. ADOPT RESOLUTION 15-5 MISCELLANEOUS ASSESSMENT DECLARING COSTS TO BE ASSESSED, ORDERING ASSESSMENT ROLL AND SETTING PUBLIC HEARING FOR FEBRUARY 3, 2015
 11. ACCEPT PROPOSAL FROM SEH FOR ENGINEERING SERVICES FOR THE 2015 SANITARY SEWER LINING PROGRAM

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

REPORTS ON PREVIOUS OPEN MIC

None.

PUBLIC HEARING

None.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

None.

NEW BUSINESS

12. CONSIDER ADOPTING RESOLUTION 15-2 DESIGNATING DEPOSITORIES AND INVESTMENT COLLATERAL MANAGEMENT PROCEDURES
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT RESOLUTION 15-2 DESIGNATING DEPOSITORIES AND INVESTMENT COLLATERAL MANAGEMENT PROCEDURES. THE MOTION PASSED UNANIMOUSLY.

13. DECLARING COUNCIL VACANCY:

- A. ADOPT RESOLUTION 15-24 DECLARING A VACANCY IN THE OFFICE OF COUNCILMEMBER FROM WARD FOUR
- B. CONSIDER A MOTION THAT THE VACANCY BE FILLED BY APPOINTMENT WITHIN THE NEXT 30 DAYS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT RESOLUTION 15-24 DECLARING A VACANCY IN THE OFFICE OF COUNCILMEMBER FROM WARD FOUR; AND RECOMMEND THE VACANCY BE FILLED BY APPOINTMENT WITHIN THE NEXT 30 DAYS. THE MOTION PASSED UNANIMOUSLY.

City Attorney Brodie advised the Council to open an application process through January 16, 2015. This would allow residents within Ward 4 to apply for the position. Staff would then review these applications, hold interviews with the top five candidates and make a recommendation to the Council by February 3, 2015.

OPEN MIC/PUBLIC COMMENT

Mayor Koch reviewed the rules of order for the Open Mic/Public Comment portion of the meeting.

Jerry Pierce, 12236 Partridge Street NW, congratulated Mayor Koch and Councilmember Demmer on their recent appointments. It was his hope the City would be moving forward. He opposed the three-minute time limit for Open Mic. He believed that discussion should be held at future meetings and should be held at the beginning of each City Council meeting. He recommended the Council consider its rules for decorum and put the Open Mic in the hands of the residents. He suggested the Council be allowed to speak to the items on the agenda and that the meeting not be strictly discussed by the mayor.

OTHER BUSINESS

Mayor Koch noted the Bunker Hills compost site would be open on January 10th and 11th for Christmas tree disposal.

Mayor Koch announced that long time Finance Director Lyle Haney passed away on December 18th. On behalf of the City, he sent his condolences to the Haney family.

Councilmember Wells noted Lyle Haney was very active in the American Legion and would be greatly missed by the community.

ADJOURN

MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER KLINT,
TO ADJOURN THE MEETING AT 7:45 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

3.

Meeting Date: 01/20/2015

Subject: Approve Joint Powers Agreement with Anoka County for Construction and Maintenance of Wilderness Trail

Submitted For: Mark Hansen, Assistant City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

The City Council is being asked to approve a Joint Powers Agreement (JPA) with Anoka County for construction of a 10-foot wide paved trail through Wilderness Park from 121st Avenue north to Avocet Street. Anoka County has prepared a JPA for construction and maintenance of a portion of the trail that runs across County property.

DISCUSSION

The project is being proposed to increase safety and walkability for residents and school children that live in the area. The project scope includes construction of a 10-foot wide paved asphalt surface from 121st Avenue north and through the existing tunnel constructed below Main Street, to an existing trail segment located off of Avocet Street.

Wilderness Trail is proposed to be constructed in three segments as shown on the attached Exhibit A. Construction of the trail across Parcels A and C is scheduled to take place during the spring of 2015. Parcel B is an Anoka County owned property that's currently undergoing a 6f conversion. This latter process does not allow for trail construction to take place within the parcel area until the 6f conversion is complete. A 6f conversion is a process the County is using to convert this property to perpetual park land in order to offset park impacts elsewhere on the County road system. The County has indicated the 6f conversion process is expected to be complete by early July 2015.

On February 5, 2013, the City applied for grant money from the Department of Natural Resources Local Trail Connection Program to help fund Wilderness Trail. On August 7, 2013, Council approved a resolution accepting a grant in the amount of \$65,000. In order to make use of these grant funds, construction of the trail must be completed by June 30, 2015. Staff have coordinated an agreement with the DNR to complete trail construction within Parcels A and C only before June 30th, and still make use of the grant funding. Construction will then take place within Parcel B as soon as the 6f conversion is complete.

Construction of the trail within Parcels A and C is scheduled from early May to mid June 2015. Construction is expected within Parcel B to take place from early July to mid August 2015.

RECOMMENDATION

It is recommended the City Council approve the Joint Powers Agreement with Anoka County for construction and maintenance of Wilderness Trail across County property.

BUDGET IMPACT:

The construction cost of the proposed improvements has been estimated at \$280,616.00, with the City share estimated to be \$206,576.00. The City's share will be funded by a combination of Park Bond Referendum dollars, and the \$65,000.00 DNR trail connections grant. Project costs and funding distributions will be updated after bidding and construction, and will reflect actual project costs.

Attachments

JPA

JPA Exhibit A - Project Layout

JPA Exhibit B - Insurance Requirements

Estimated Costs

**JOINT POWERS AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF A PAVED TRAIL
FROM WILDERNESS PARK ACROSS COUNTY PROPERTY
TO AVOCET STREET TRAIL**

This Joint Powers Agreement (JPA) is made and entered into this ____ day of _____, 2015, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota 55303, hereinafter referred to as the "County," and the City of Coon Rapids, a Minnesota municipal corporation, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

WITNESSETH

WHEREAS, access to parks, trails, and recreation areas are essential to the quality of life, health, and welfare of the City, the County, and the region; and

WHEREAS, the City is proposing to construct a trail from its Wilderness Park, going north, through County property, the underpass on Main Street (aka County State Aid Highway 14), through County park property and then connecting to a City trail; and

WHEREAS, part of the proposed trail will be constructed on County Park property; and

WHEREAS, the project will provide an additional pedestrian connection between the local residents and Bunker Hills Regional Park to the north of Main Street; and

WHEREAS, it is in the financial interest of each jurisdiction to collaborate on regional and local trail facilities for the benefit of local, County, and Metropolitan area residents; and

WHEREAS, the City and the County both have funding for said proposed trail project; and

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

I. PURPOSE

The parties have joined together for the purpose of constructing a trail segment that will connect local trails south of Main Street to trails in Bunker Hills Regional Park, north of Main Street, in the cities of Coon Rapids and Andover. The trail will be constructed on three separate parcels. Parcel A is owned by the City and is identified for tax purposes as PIN No. 11-31-24-21-0002 ("City Property"). Parcel B and Parcel C are owned by the County and are identified for tax purposes as PIN Nos. 11-31-24-12-0002 and 02-31-24-43-0001, respectively (hereinafter collectively referred to as its "County Property"). These three separate parcels are depicted in Exhibit A, which is attached hereto and incorporated herein ("Project"). Further, it is the intent of

this JPA to provide for the planning, engineering, and capital costs necessary to complete the Project and provide for the operation and maintenance of the Project for the next 20 years.

II. METHODS

A. Preliminary Planning/Approval

The City, in consultation with the County, shall provide for the planning, engineering, construction, and construction administration for the Project.

B. Design

The City shall be responsible for all engineering and design services and will prepare plans and specifications for the Project in consultation with the County. The City shall not go out for bids until such time as the County has approved, in writing, the plans and specifications for the Project.

C. Bidding/Construction

The City shall do the calling for all bids and the accepting of all bid proposals, and shall cause the construction of the Project in conformance with the approved plans and specifications. The award of the bid to the lowest responsible bidder shall be made in consultation with the County prior to the execution of the construction contract. After receipt of all necessary governmental approvals, the City shall cause the commencement of the Project's construction and shall manage the Project through to completion.

III. COST ALLOCATION

A. The total cost of the work for this Project, including engineering and construction contracts, shall constitute the "Actual Project Costs" and shall be so referred to herein. The contract costs of the work or, if the work is not contracted, the cost of all labor, materials, normal engineering costs, and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. Actual Project Costs shall not include non-engineering related City or County staff time, overhead, or any other costs that are not specifically part of a contract for services that is pre-approved in writing by the County. "Estimated Costs" are good faith projections of the costs which will be incurred for this Project.

B. The County shall be responsible for the Actual Project Costs related to the construction of the trail segment located on Parcel C (includes paving through the underpass), located north of the Main Street underpass. The City shall be responsible for the Actual Project Costs related to the construction of the trail on Parcel A and Parcel B.

The estimated construction cost of the Project is \$280,616.00.

The estimated construction cost for Parcel C is \$74,040.00.

The estimated construction cost for Parcel A and Parcel B is \$206,576.00.

Engineering and other costs shall be based upon eight percent (8%) of the actual construction costs.

C. The County shall reimburse the City for its part of the Actual Project Costs as follows:

1. The County shall pay 95% of its portion of the construction costs to the City at the time the City enters into a contract with a contractor to construct the Project, and the County has approved the payment and performance bonds, and the insurance certificates as herein required.

2. The County shall pay its share of the remaining Actual Project Costs to the City at such time as the construction of the Project is complete.

IV. TERM / TERMINATION

This Agreement shall continue in force and effect until terminated as hereinafter provided.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this JPA shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this JPA shall be made by the City in conformance to State laws. All contracts shall require payment and performance bonds in the full amount of the contract naming both the City and the County as beneficiaries. All contracts shall contain the following indemnification paragraph:

The Contractor agrees that it will hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses, losses, damages or lawsuits for damages arising from or related to the negligent provision, or failure to provide, services hereunder.

All contracts shall include the insurance requirements as set forth in Exhibit B, which is attached hereto and incorporated herein.

Construction shall not start until such time as the City submits to the County copies of payment and performance bonds and an insurance certificate(s) with endorsements evidencing the coverage described herein and the County approves the same in writing. Furthermore, the City shall not begin construction of the trail within Parcel B as shown on Exhibit A until such time as the County provides written authorization, which is estimated to be July 1, 2015.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

VIII. OWNERSHIP OF IMPROVEMENTS

The County shall own the trail segment constructed on Parcels, B and C. The City shall own the trail segment constructed on Parcel A and the trail segment in the underpass.

IX. MAINTENANCE OF IMPROVEMENTS

The City and County shall provide maintenance for that portion of the trail segment located within its existing jurisdiction, for a minimum of 20 years. The closure or abandonment of any portion of trail segments beyond 20 years shall only occur with the mutual consent of both parties. The City shall maintain the entire trail corridor until such time as the County has made a trail connection from the Main Street pedestrian tunnel north to the BNSF Railroad pedestrian tunnel or until January 1, 2019, whichever occurs first. Maintenance shall include, but not be limited to, trash removal, edge mowing, sweeping, tree trimming, surface patching, crack sealing, and plowing.

In addition to its responsibilities to maintain the Pedestrian Tunnel under Main Street pursuant to Amendment No. 1 to the Joint Powers Agreement between the County and the City (Anoka County Contract No. 2010-0609A) for Pedestrian Tunnel Section, Subs. 2B, the City's responsibility for maintenance shall also include graffiti removal in and around the pedestrian tunnel area.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and to the City Manager for the city of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this JPA.

XII. ENTIRE AGREEMENT / REQUIREMENT OF WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this JPA supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

remainder of page left intentionally blank

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

CITY OF COON RAPIDS

By: _____
Jerry Koch
Mayor

Dated: _____

By: _____
Steve Gatlin
City Manager

Dated: _____

By: _____
David Brodie
City Attorney

Dated: _____

BUNKER HILLS REGIONAL PARK

PARCEL C
COUNTY OF ANOKA
02-31-24-43-0001

CSAH 14

PARCEL B
COUNTY OF ANOKA
11-31-24-12-0002

PARCEL A
CITY OF COON RAPIDS
11-31-24-21-0002

121st AVE

EXHIBIT A

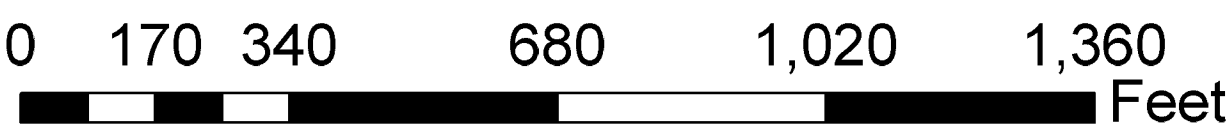


EXHIBIT B
CONSTRUCTION/MAINTENANCE
(\$100,000 TO \$500,000)
INSURANCE REQUIREMENTS

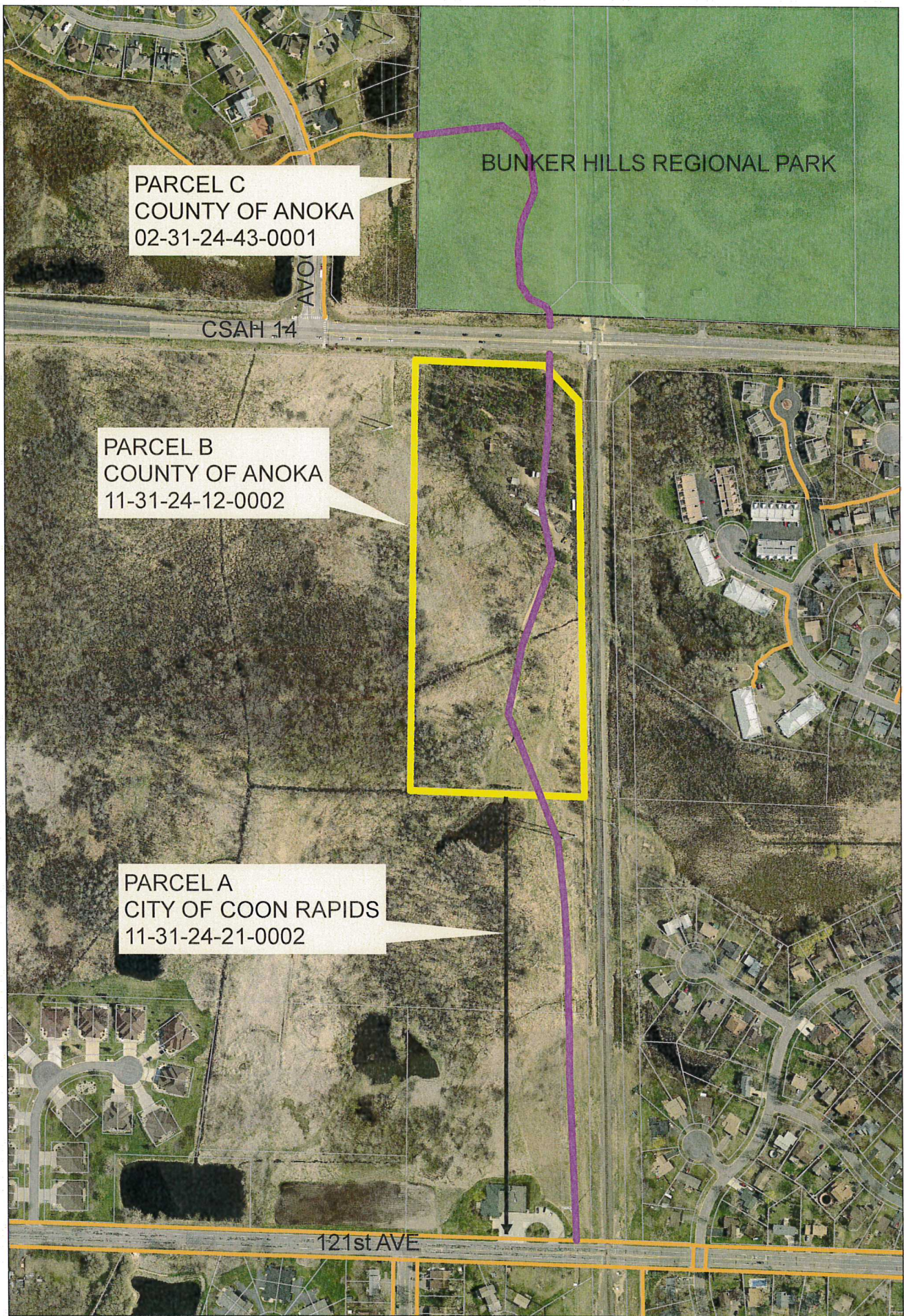
Bidders/contractors/consultants (hereinafter referred to as the "Contractor") will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER: C0003999.**

- 1.1 **Commercial General Liability and Umbrella Liability Insurance.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence.
 - 1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.1.2 **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.1.3 The County's insurance will be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.1.4 Coverage as required in paragraph in 1.1 above will include Per-Project General Aggregate Limit, using ISO form CG 25 03 (or a substitute form providing equivalent coverage).
 - 1.1.5 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1.
- 1.2 **Automobile Liability.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each accident.

- 1.2.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
 - 1.2.2 Coverage as required in paragraph in 1.2 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
 - 1.2.3 Waiver of Subrogation. Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.2 of this Exhibit.
- 1.3 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$1,000,000 Bodily Injury By Accident for each accident, not less than \$1,000,000 Bodily Injury By Disease each employee and not less than \$1,000,000 Bodily Injury By Disease policy limit.
- 1.3.1 If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
 - 1.3.1.1 Provide evidence why the contractor is not required to obtain Workers' Compensation Insurance.
 - 1.3.1.2 A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
 - 1.3.1.3 A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.
 - 1.3.2 Waiver of Subrogation. Lessee waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Lessee pursuant to Paragraph 1.4 of this Exhibit. Lessee will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
- 1.4 **Builders' Risk Insurance.** Anoka County will maintain Builders' Risk Insurance for this project. Contractor will be responsible for the \$15,000.00 deductible.
- 1.5 **Other Insurance Provisions**
- 1.5.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County's certificate of insurance form, which is

attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- 1.5.2 Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.5.3 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.5.4 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.5.5 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.5.6 Contractor will provide certified copies of all insurance policies required herein within 10 days if requested in writing by Anoka County.
- 1.5.7 Cross-Liability coverage. If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.5.8 Any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy proceeds the effective dates of this contract; and that continuous coverage will be maintained or extended discovery period of 2 years beginning from the time that work under the contract is completed.
- 1.5.9 Acceptability of Insurer(s). Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.



PARCEL C
COUNTY OF ANOKA
02-31-24-43-0001

BUNKER HILLS REGIONAL PARK

CSAH 14

PARCEL B
COUNTY OF ANOKA
11-31-24-12-0002

PARCEL A
CITY OF COON RAPIDS
11-31-24-21-0002

121st AVE

EXHIBIT A

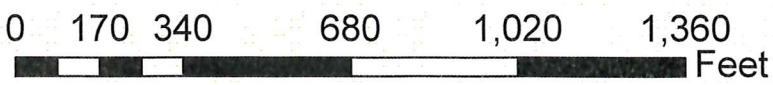


EXHIBIT B
CONSTRUCTION/MAINTENANCE
(\$100,000 TO \$500,000)
INSURANCE REQUIREMENTS

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 - 1.1.2 **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.1.3 The County's insurance will be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.1.4 Coverage as required in paragraph in 1.1 above will include Per-Project General Aggregate Limit, using ISO form CG 25 03 (or a substitute form providing equivalent coverage).
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- 1.2 **Automobile Liability.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each accident.

- 1.2.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
 - 1.2.2 Coverage as required in paragraph in 1.2 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
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- 1.3 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$1,000,000 Bodily Injury By Accident for each accident, not less than \$1,000,000 Bodily Injury By Disease each employee and not less than \$1,000,000 Bodily Injury By Disease policy limit.
- 1.3.1 If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
 - 1.3.1.1 Provide evidence why the contractor is not required to obtain Workers' Compensation Insurance.
 - 1.3.1.2 A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
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 - 1.3.2 Waiver of Subrogation. Lessee waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Lessee pursuant to Paragraph 1.4 of this Exhibit. Lessee will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
- 1.4 **Builders' Risk Insurance.** Anoka County will maintain Builders' Risk Insurance for this project. Contractor will be responsible for the \$15,000.00 deductible.
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- 1.5.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County's certificate of insurance form, which is

attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- 1.5.2 Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.5.3 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.5.4 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.5.5 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.5.6 Contractor will provide certified copies of all insurance policies required herein within 10 days if requested in writing by Anoka County.
- 1.5.7 Cross-Liability coverage. If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.5.8 Any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy proceeds the effective dates of this contract; and that continuous coverage will be maintained or extended discovery period of 2 years beginning from the time that work under the contract is completed.
- 1.5.9 Acceptability of Insurer(s). Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.

Wilderness Trail Project - Cost Estimate

City Project 13-21

Updated 12/3/14

Segment A = 121st Ave to South Boundary of 6f Property (1320')

Segment B = 6f Property and Tunnel Paving (1385')

Segment C = Main Street to Avocet Street (896') - Anoka County Parks Segment

Item Number	Item Description	Unit	Estimated Cost	Estimated Quantity				Estimated Construction Costs			Notes
				Segment A	Segment B	Segment C	Total	Segment A	Segment B	Segment C	
2021.501	MOBILIZATION	LUMP SUM	\$15,000.00	0.33	0.33	0.33	1	\$4,950.00	\$4,950.00	\$4,950.00	
2021.501	MOBILIZATION - ADDITIONAL	LUMP SUM	\$5,000.00		1		1	\$0.00	\$5,000.00	\$0.00	Second mobilization required to complete Segment B.
2101.501	CLEARING	ACRE	\$2,500.00	0.1		0.25	0.35	\$250.00	\$0.00	\$625.00	
2101.502	CLEARING	TREE	\$250.00		1	18	19	\$0.00	\$250.00	\$4,500.00	
2101.506	GRUBBING	ACRE	\$2,500.00	0.1		0.25	0.35	\$250.00	\$0.00	\$625.00	
2101.507	GRUBBING	TREE	\$250.00		1	18	19	\$0.00	\$250.00	\$4,500.00	
2101.610	TREE TRIMMING	HOURL	\$150.00		4	16	20	\$0.00	\$600.00	\$2,400.00	
2104.501	REMOVE BARB WIRE FENCE	LIN FT	\$8.00	40			40	\$320.00	\$0.00	\$0.00	
2104.501	REMOVE CHAIN LINK FENCE	LIN FT	\$12.00			10	10	\$0.00	\$0.00	\$120.00	
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$7.00	10		10	20	\$70.00	\$0.00	\$70.00	
2105.501	COMMON EXCAVATION	(P) CU YD	\$12.00	505	690	335	1530	\$6,060.00	\$8,280.00	\$4,020.00	(P) = Plan Quantity
2105.507	SUBGRADE EXCAVATION	CU YD	\$15.00	350	450	100	900	\$5,250.00	\$6,750.00	\$1,500.00	
2105.522	SELECT GRANULAR BORROW (CV)	CU YD	\$18.00	350	450	100	900	\$6,300.00	\$8,100.00	\$1,800.00	
2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	\$5.00	350	550	50	950	\$1,750.00	\$2,750.00	\$250.00	
2211.503	AGGREGATE BASE CLASS 5 (CV)	CU YD	\$30.00	190	200	130	520	\$5,700.00	\$6,000.00	\$3,900.00	
	2" BITUMINOUS TRAIL PAVEMENT	SQ YD	\$26.00	1470	1550	1115	4135	\$38,220.00	\$40,300.00	\$28,990.00	Segment C includes tunnel paving (100'x10').
2501.515	18" RC PIPE APRON	EACH	\$650.00		2		2	\$0.00	\$1,300.00	\$0.00	
2501.561	18" RC PIPE CULVERT DES 3006 CL V	LIN FT	\$225.00		32		32	\$0.00	\$7,200.00	\$0.00	
2511.501	RANDOM RIPRAP CLASS II	CU YD	\$65.00		6.4		6.4	\$0.00	\$416.00	\$0.00	
2572.502	CLEAN ROOT CUTTING	LIN FT	\$6.50		100	200	300	\$0.00	\$650.00	\$1,300.00	
2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$3.50	2640	2770	1800	7210	\$9,240.00	\$9,695.00	\$6,300.00	
2573.530	STORM DRAIN INLET PROTECTION	EACH	\$300.00		2		2	\$0.00	\$600.00	\$0.00	
2574.525	TOPSOIL BORROW	CU YD	\$35.00	100	170	90	360	\$3,500.00	\$5,950.00	\$3,150.00	
2575.541	MOWING	ACRE	\$3,000.00	0.15	0.15	0.08	0.38	\$450.00	\$450.00	\$240.00	
2575.545	WEED SPRAYING	ACRE	\$5,000.00	0.15	0.15	0.08	0.38	\$750.00	\$750.00	\$400.00	
	HYDRO SEEDING	SQ YD	\$5.00	1300	1355	880	3535	\$6,500.00	\$6,775.00	\$4,400.00	
TOTAL =								\$89,560.00	\$117,016.00	\$74,040.00	
CITY CONSTRUCTION COST TOTAL =								\$206,576.00			
COUNTY CONSTRUCTION COST TOTAL =								\$74,040.00			
PROJECT CONSTRUCTION COST TOTAL =								\$280,616.00			
COUNTY 8% ENGINEERING/INSPECTION FEE TOTAL =								\$5,923.20			
COUNTY CONSTRUCTION COST AND 8% ENGINEERING/INSPECTION FEE TOTAL =								\$79,963.20			



City Council Regular

4.

Meeting Date: 01/20/2015

Subject: Settlement Agreement with 550 Associates LLP d/b/a Creekside Estates

From: David Brodie, City Attorney

INTRODUCTION

Council is asked to consider approval of a settlement agreement between the City and 550 Associates LLP d/b/a Creekside Estates Manufactured Home Community (Creekside Estates).

DISCUSSION

In 2013, City staff took a more concentrated code enforcement approach in Creekside Estates. During inspections that summer, numerous citations were issued to owners of Creekside Estates. Parcels located in the Creekside Estates were levied assessments in the amount of \$17,000 by the City mainly for administrative citation fees due to violations of the city code relating to the condition of the manufactured homes and their yards. In March of 2014, the owners of Creekside Estate filed suit against the City, alleging the assessments constitute an unconstitutional taking of property, statutory violations and violated its due process. Creekside's main contention was that as owners of the park they should not held liable for the violations of their tenants. The suit requests judgment finding the assessments are void and awarding attorney's fees and costs. Pam Vanderwiell and Anna Yunker, have been representing the City through the League of Minnesota Cities Insurance Trust. The parties have been in negotiations to settle this case for the past several months. The parties have reached a settlement, pending Council approval, in which the City will reduce the assessments to \$11,500 in exchange for Creekside Estates dismissing its action against the City. Ms. Vanderweil has recommended the City approve this settlement agreement as the benefit of settling outweighs the cost and risk of continued litigation.

RECOMMENDATION

Staff recommends that Council approve the settlement agreement with Creekside Estates and authorize the Mayor and City Manager to execute the Settlement Agreement and any other documents necessary.

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between the City of Coon Rapids (“the City”) and 550 Associates LLP d/b/a Creekside Estates Manufactured Home Community a/k/a 550 Association Two (“Creek side Estates”) (collectively “the parties”).

WHEREAS, Creekside Estates owns the following four parcels in the City of Coon Rapids:

PID #23-31-24-13-0003

PID #23-31-24-43-0005

PID #23-31-24-43-0004

PID #23-31-24-42-0003

WHEREAS, the parcels comprise a manufactured home community.

WHEREAS, there are numerous manufactured homes on these parcels.

WHEREAS, Creekside Estates rents the land to the owners of the manufactured homes.

WHEREAS, between June 2013 and October 2013, the City issued citations against several manufactured home owners, as identified in Exhibit A.

WHEREAS, the fees or fines imposed by the citations were not paid.

WHEREAS, on January 21, 2014, the City levied assessments for the citations identified in Exhibit A.

WHEREAS, on February 26, 2014, Creekside Estates commenced an action in Anoka County against the City of Coon Rapids, entitled *550 Associates LLP d/b/a Creekside Estates Manufactured Home Community a/k/a 550 Association Two v. City of Coon Rapids, Minnesota*, Court File No. 02-CV-14-1003 (“the lawsuit”).

WHEREAS, Creekside Estates alleged in the lawsuit that the assessments constituted an unconstitutional taking, violated Minnesota Statutes, and violated Creekside Estates's right to due process.

WHEREAS, it is the mutual desire of the parties to resolve this matter amicably and to dispose of any and all claims, charges, and causes of actions that have been raised, or could have been raised, between the parties regarding the levied assessments for the citations identified in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City will reduce the assessment, currently in the amount of \$17,004.50 to \$11,500. Creekside Estates will be credited \$1,650, which has already been paid, yielding a net amount due of \$9,850.
2. Creekside Estates agrees to pay \$9,850 to the City within 20 days of the execution of this Agreement by all parties.
3. The parties agree to a dismissal of the lawsuit with prejudice and without an award of fees or costs to either party.
4. Creekside Estates will accept copies of notices and provide notices of lease or rule violations, where appropriate, to residents and will enforce said notices through court action where appropriate. This Agreement does not constitute an agreement or an admission on either party's part that Creekside Estates is or is not liable for its tenants' actions. The City reserves the right to assert future actions against Creekside, including future special assessments, to recover amounts expended in

the process of enforcing its ordinances. Creekside Estates reserves the right to object or contest such future assessments.

5. Creekside Estates represents that it has collected in total, less than \$11,500 in fees or fines from its tenants. Creekside agrees to pay to the City any further fees or fines it collects, including amounts that exceed the \$11,500 assessment.
6. Creekside Estates hereby releases the City, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers (including the League of Minnesota Cities Insurance Trust), heirs, executors, and assigns, from all claims, demands, obligations, or actions, at law or equity, whether arising by statute, common law, or otherwise, related to the subject matter of the lawsuit. This release includes all claims for attorney fees or expenses related to the subject matter of the lawsuit.
7. The City hereby releases Creekside Estates, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers, heirs, executors, and assigns, from all claims, demands, obligations, or actions, at law or equity, whether arising by statute, common law, or otherwise, related to the subject matter of the lawsuit. This release includes all claims for attorney fees or expenses related to the subject matter of the lawsuit.
8. Creekside Estates represents that it has been represented by counsel of its own choosing with respect to this Agreement, and all matters covered by and relating to it, and that it has been fully advised by counsel with respect to its rights. With respect to the execution of this Agreement, Creekside Estates represents that it fully understands its terms, and that it has signed it knowingly and voluntarily.

Creekside Estates states that it has relied only upon its own counsel's legal opinion, investigation, and analysis, and has not relied upon any factual or legal representation of the City's legal counsel.

9. The City represents that it has been represented by counsel of its own choosing with respect to this Agreement, and all matters covered by and relating to it, and that it has been fully advised by counsel with respect to its rights. With respect to the execution of this Agreement, the City represents that it fully understands its terms, and that it has signed it knowingly and voluntarily. The City states that it has relied only upon its own counsel's legal opinion, investigation, and analysis, and has not relied upon any factual or legal representation of Creekside Estates's legal counsel.
10. The parties agree that this Agreement is not an admission of liability or wrongdoing on behalf of the City, or any of its agents, elected or appointed officials, or employees.
11. The acceptance of the above-described consideration is a final and complete compromise between the parties, and there are no covenants, promises, undertakings, or understandings outside this Agreement regarding this matter.
12. This Agreement may be signed in counterparts, and each counterpart when signed shall have the efficacy of a signed original. Photographic and electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth opposite their respective signatures.

CREEKSIDE ESTATES

Dated: _____

By: _____

Its: _____

THE CITY OF COON RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager



City Council Regular

5.

Meeting Date: 01/20/2015

Subject: Final Payment for Project 13-25, 2013 Sanitary Sewer Lining

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer has recommended final payment to Insituform Technologies USA, Inc. in the amount of \$25,821.14 for Project 13-25, Sanitary Sewer lining.

DISCUSSION

A summary of Project 13-25 is as follows:

Contract completion date	12/31/13
Substantial completion date	11/15/13
Final completion date	09/08/14
Contract amount	\$929,459.81
Total deletions	(\$413,036.93)
Final contract amount	\$516,422.88
Actual project cost	\$516,422.88
Less: previous payments by City	(\$490,601.74)
Amount due	\$25,821.14
Amount under final contract	\$0.00

The changes to the project were for a reduction in costs due to less work performed than bid. Liquidated damages in the amount of \$29,000 are being assessed to the Contractor for delays in completing the project. This amount is reflected in change order #1. The project has been completed and our consultant, SEH, recommends payment.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. Staff recommends approval of the change order and approval of final payment to Insituform Technologies USA, Inc. in the amount of \$25,821.14 for Project 13-25, Sanitary Sewer lining.



City Council Regular

6.

Meeting Date: 01/20/2015

Subject: Class A On Sale a Sunday Liquor License for Rapids Grill, LLC

Submitted For: Stephanie Lincoln, Deputy City Clerk

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Council is asked to approve a Class A On Sale and Sunday Liquor License for Rapids Grill, LLC d/b/a Boulevard Bar & Grille.

DISCUSSION

Amanda Knaeble and John Barstow, partners, have submitted an application for a Class A On-Sale and Sunday Liquor License for Rapids Grill, LLC located at 3395 Coon Rapids Blvd.

Rapids Grill, LLC has leased the former Lindee's site and is in the process of finalizing remodeling. The tentative plan is to open Boulevard Bar & Grille on March 1, 2015.

The license and investigation fees have been paid. The Police Department has conducted a comprehensive background investigation on both partners of the business and found nothing to prevent licensing. A Certificate of Insurance evidencing liquor liability and workers' compensation coverage has been received. Approval of the license would be conditioned upon a Certificate of Occupancy and Anoka County Environmental Services issuing a food service license. Rapids Grill, LLC is also applying for an optional 2 AM closing with the State of Minnesota Alcohol and Gambling Enforcement Division.

RECOMMENDATION

Approve issuance of a Class A On-Sale and Sunday Liquor License to Rapids Grill, LLC, d/b/a Boulevard Bar & Grille, 3395 Coon Rapids Boulevard, effective March 1, 2015 contingent upon obtaining a Certificate of Occupancy and an Anoka County food service license.



City Council Regular

7.

Meeting Date: 01/20/2015

Subject: Consider Approval Ordinance Amending Cable Franchise

From: Matt Stemwedel, Assistant City
Manager

INTRODUCTION

The Council is asked to Consider Adopting Ordinance 2127, an Ordinance formally recognizing the franchise extension agreement with Comcast that was approved on December 16, 2014.

DISCUSSION

The City's cable franchise with Comcast was set to expire on July 31, 2015. This past summer, the City began negotiating with Comcast to establish a new long-term franchise agreement; however, both parties began to move in the direction of negotiating an extension of the current franchise agreement instead. At the December 16, 2014 meeting, the City Council approved an extension of the current franchise agreement through December 31, 2019. An ordinance was also introduced at the December 16, 2014 meeting in order to formally recognize the extension in City Code. The Council is now being asked to consider the ordinance amendments related to the franchise extension agreement.

RECOMMENDATION

City staff recommends adoption of Ordinance 2127 formalizing amendments to the Cable Franchise Agreement.

Attachments

Ordinance 2127

ORDINANCE NO. 2127

**AN ORDINANCE REVISING CABLE TELEVISION FRANCHISE
AND THEREBY AMENDING REVISED
CITY CODE – 1982 CHAPTER 4-100**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Chapter 4-100, Cable Television Franchise is hereby amended as follows: : (deletions in brackets, additions double underlined)

CITY OF COON RAPIDS, MINNESOTA

CHAPTER 4-100

CABLE TELEVISION FRANCHISE

4-104 - Grant of Authority and General Provisions

(4) Franchise Term. Pursuant to the Franchise Settlement Agreement dated December 16, 2014, this Franchise shall be in effect [for a period of 15 years, such term commencing on the Effective Date specified in Section 4-104(10)], through December 31, 2019, unless sooner renewed, extended, revoked or terminated as herein provided.

4-121 – Access Channel(s) Provisions.

(1) Public, Educational and Government Access.

(a) The City is hereby designated to operate, administer, promote, and manage PEG access programming on the Cable System.

(b) The Grantee shall continue to dedicate and make available six MHz analog video channels for public, educational, governmental and religious use. The six MHz PEG Access Channels shall be allocated as follows on the Effective Date of this Franchise:

(i) one full-time 6MHz analog video channel for Noncommercial City Government Access Channel use;

(ii) one full-time six MHz analog video channel for Noncommercial Public Access Channel use; and

(iii) four full-time six MHz analog video channels for Noncommercial Public, Educational, religious and/or Government Access Channel use, to be programmed by the City, in its sole discretion.

The City shall have the right to rename, reprogram or otherwise change the use of these channels at any time, in its sole discretion, provided such use is Noncommercial and public, educational, governmental or religious in nature. Nothing herein shall diminish any rights of the City to secure additional PEG channels pursuant to Minn. Stat. §238.084, which is expressly incorporated herein by reference.

The City agrees to loan to Grantee two of the six PEG access channels, currently identified for illustrative purposes only as Channels 60 and 61, for cablecast of programming for any lawful purposes until the City gives written notice requesting return of control and use of either or both channels. Such notice shall be given at least 12 months prior to the date for actual and effective return of control and use of either or both Channels 60 and 61. If Grantee's

contract for the programming service on such channel(s) is scheduled to expire in less than 12 months from the date of such notice, Grantee shall return control of the channel to the City when the programming contract expires, provided that in no event shall Grantee be required to return control of the channel to City in less than 90 days from the date written notice is given to Grantee. Notice for the return of one channel shall not be construed as a waiver of the right to require the return of the second channel at a later date. Grantee agrees its obligation to return use and control of Channels 60 and 61 is otherwise unconditional, and not dependent on any showing of need or cause. The Grantee further agrees that when one or both of these channels are returned for use by the City, such channels shall be received by all Subscribers.

Upon 90 days' notice, Grantee will carry one of the PEG channels in a high definition (HD) format on the cable system such that the City will continue to have 6 PEG Channels; 5 carried in standard definition and 1 carried in high definition. The City represents that it has or will have available by that date sufficient local, non-character generated programming in HD format so as to provide content of value to viewers and not have a blank channel. Any time after December 15, 2015, Grantee will carry an additional PEG channel in high definition in the same manner as the first high definition channel, such that the City will continue to have 6 PEG Channels; 4 carried in standard definition and 2 carried in high definition.

Grantee will deliver the high definition signal to subscribers so that it is viewable without degradation, provided that it is not required to deliver a HD PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, amount of system capacity or bandwidth, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast HD channels carried on the cable system.

The HD PEG Channel will be assigned a number near the other high definition local broadcast stations if such channel positions are not already taken, or if that is not possible, near high definition news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

City acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channel at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Grantee is not agreeing it may be required to provide free HD equipment to customers including complimentary municipal and educational accounts and universal service accounts, nor modify its equipment or pricing policies in any manner. City acknowledges that not every customer may be able to view HD PEG programming (for example, because they don't have an HDTV in their home or have chosen not to take an HD capable receiving device from Grantee or other equipment provider) or on every TV in the home.

Grantee will provide a bill message announcing the launch of the HD PEG channel; however City acknowledges that not all customers may receive the bill message notice in advance of the channel launch in the interests of launching the channel sooner.

Grantee will make available to the City the ability to place PEG channel programming information on the interactive channel guide by putting the City in contact with the electronic programming guide vendor ("EPG provider") that provides the guide service. Grantee will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide throughout the jurisdictions that are part of the City and any necessary headend costs associated therewith. The City shall be responsible for providing programming information to the EPG provider and for any costs the EPG provider charges to programmers who participate in its service. This obligation shall not apply to any PEG channels for which there is a technical impediment to providing guide listings, for example, in the event a PEG channel is narrowcasted or split among more than one PEG programmer or source such that not all viewers see the same programming on that channel.

4-122 PEG Support Obligations.

(1) Beginning on the Effective Date, the Grantee shall pay to the City PEG support of the greater of (i) \$200,000 per year, or (ii) an amount equal to \$1.50 per Subscriber per month from all Subscribers receiving and paying for Basic Cable Service from Grantee. The Grantee may recover the amount of this PEG support obligation via an itemization on Subscriber billing statements ("PEG Fee"). The Grantee shall apply one PEG Fee on the master account for services delivered to non-dwelling bulk accounts, such as hotels, motels or hospitals. The Grantee shall calculate PEG Fees on a pro rata basis for bulk accounts in residential multiple dwelling unit ("MDU") buildings in the following manner: if the bulk rate for Basic Cable Service is one third (1/3) of the current residential rate, then a pro rated PEG Fee shall be added to the bulk bill for an MDU building in an amount equal to one third of the current PEG Fee. If the bulk rate for Basic Cable Service is raised in any MDU building, the pro-rated PEG Fee in that building shall be recalculated and set based on the foregoing formula, regardless of any cap on per Subscriber PEG Fee amounts. On the first four anniversaries of the Effective Date, the City may increase the \$1.50 per subscriber aspect of the PEG Fee identified in item (ii) above by the amount of the CPI or three percent, whichever is less. On the fifth anniversary of the Effective Date, the City may increase the \$1.50 per subscriber aspect of the PEG Fee identified in item (ii) above to an amount not to exceed \$2.00. From the sixth through the fourteenth anniversaries of the Effective Date, the City may increase the \$1.50 per subscriber aspect of the PEG Fee identified in item (ii) above by the amount of the CPI or three percent, whichever is less. Through calendar year 2000, an estimated PEG Fee shall be prepaid to the City on a quarterly basis, no later than 30 days prior to the beginning of each calendar quarter. The estimated PEG Fee shall be reconciled annually to reflect actual PEG Fee receipts by the Grantee, subject to more frequent reconciliation ordered by the City. Any amounts due to the City as a result of a reconciliation shall be paid by the Grantee to the City within 30 days following written notice to the Grantee by the City of the underpayment. If reconciliation discloses an overpayment by the Grantee, the Grantee may credit the amount of any overpayment against its next quarterly PEG Fee payment. Beginning in calendar year 2001, payments for the PEG Fee pursuant to this subsection shall be made quarterly on the same schedule as franchise fee payments.

Effective December 16, 2014, Grantee will continue to charge a PEG Fee of \$2.23 per subscriber per month until the franchise renews. Grantee may continue to recover the grant given to the City out of the PEG Fee and, once the grant is fully recovered, all of the PEG Fee will be remitted to the City on a quarterly basis per the Cable Franchise. Grantee shall fully recover the grant on or before July 31, 2015.

Introduced this 16th day of December, 2014.

Adopted this 20th day of January, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

8.

Meeting Date: 01/20/2015

Subject: Consider Introduction of Ordinance Revising the Accreditation Requirements for Therapeutic Massage Therapists

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Council is asked to introduce an ordinance revising the accreditation requirements for therapeutic massage therapists.

DISCUSSION

Over the course of the 2014 license year staff experienced numerous concerns and difficulties verifying the educational information submitted by some Therapeutic Massage Therapists applicants. The City's Code currently requires that applicants provide evidence of 400 hours of certified therapeutic massage training from a recognized school approved by the City.

The purpose of this proposed amendment to the Code is to require a certified copy of the school transcript and the additional requirement that the certified therapeutic massage training be obtained through an accredited institution which the Code will define as a professional massage program that is accredited by the Commission on Massage Therapy.

Staff feels that this proposed amendment to the Therapeutic Massage Code will assist both the Clerk's Office and the Police Department in verifying the educational training requirement for anyone wishing to be licensed as a Therapeutic Massage Therapist in the City of Coon Rapids.

RECOMMENDATION

Introduce Ordinance Revising the Accreditation Requirements for Therapeutic Massage Therapists.

Attachments

Therapeutic Massage Ordinance

ORDINANCE NO.

**AN ORDINANCE REVISING THE ACCREDITATION REQUIREMENTS
FOR THERAPEUTIC MASSAGE THERAPISTS AND THEREBY AMENDING
REVISED CITY CODE – 1982 SECTIONS 5-2903, 5-2904, 5-2906, 5-2908, AND 5-2910**

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Section 5-2904 is amended as follows: (deletions in brackets, additions double underlined)

5-2903 Definitions. As used in this Chapter, the following terms will have the meanings ascribed to them:

...

(9) “Accredited Institution: means an educational institution holding accredited status with the United States Department of Education.

(10) “Accredited Program” means a professional massage program accredited by the Commission on Massage Therapy Accreditation (COMTA).

Section 2. Revised City Code – 1982 Section 5-2904 is hereby amended as follows:
(deletions in brackets, additions double underlined)

5-2904 Licenses Required.

(1) Therapeutic Massage Enterprise. No person may operate, offer, engage in, or carry on massage services in the City without first obtaining a therapeutic massage enterprise license.

(2) Therapeutic Massage Therapist. No person may provide, offer, engage in, or carry on massage services in the City, and no therapeutic massage enterprise may employ a person to provide massage services, unless the person is [a] licensed as a therapeutic massage therapist by the City.

Section 3. Revised City Code – 1982 Section 5-2905 is hereby amended as follows:
(additions double underlined)

5-2905 Exceptions. A therapeutic massage enterprise or massage therapist license is not required for the following:

...

(6) The owner or operator of a licensed therapeutic massage enterprise need not be licensed as a therapeutic massage therapist unless the owner or operator personally provides massage services.

Section 4. Revised City Code – 1982 Section 5-2906 is hereby amended as follows:

(deletions in brackets, additions double underlined)

5-2906 License Applications. Applications for licenses under this Section must be made to the City Clerk on forms provided by the City and must, at a minimum, include the following information:

...

(2) Therapeutic Massage Therapist:

(a) Applicant's name, current residential address, date of birth, and residential telephone number.

(b) Applicant's residential addresses for the previous five years if different than provided under (a) above.

(c) Name and address of applicant's current employer to include evidence the applicant is affiliated with, employed by, or owns a City licensed therapeutic massage enterprise.

(d) Names and current addresses of applicant's employers for the previous five years and the dates of such employments.

(e) Names and addresses of training institutions attended and dates of such attendance to include evidence the applicant has completed 400 hours of certified therapeutic massage training from an accredited institution or an accredited program approved by the City. These training hours must be authenticated by a single provider through a certified copy of the transcript of academic record from the school issuing the training, degree, or diploma.

(f) Whether applicant is licensed in other communities to provide similar services and, if so, where.

(g) Whether applicant has previously been denied a similar license, or had a license revoked, and, if so, provide information regarding where, when, and the circumstances.

(h) Whether applicant has ever been convicted of a criminal offense, or the violation of a local ordinance, other than a minor traffic offense, and, if so, provide information regarding the place, date, and nature of the offense.

(i) Whether the applicant has ever used or been known by a name other than the one provided under (a) above and, if so, the name or names used and information relative to the dates and places where used.

(j) ~~[Evidence of the following:~~

~~(i) Applicant is affiliated with, employed by, or owns a City licensed therapeutic massage enterprise.~~

~~—(ii) Applicant has completed 400 hours of certified therapeutic massage training from recognized school approved by the City, or has at least one year of experience in therapeutic massage in association with a therapeutic massage enterprise and will complete 400 hours of certified training within two years after being issued a massage therapist license under this Chapter, or has at least five years experience as a therapeutic massage therapist in association with a therapeutic massage enterprise. Evidence of prior experience will be in a form acceptable to the City.~~

~~(k)] Provide a valid state issued driver's license or identification card.~~

[~~(4)~~] (k) Names and addresses of two persons of good moral character and not related to the applicant who reside in the metropolitan area and who can provide the City with information regarding the applicant.

[~~(m)~~] (l) Such other information as may be required by the City.

Section 5. Revised City Code – 1982 Section 5-2908 is hereby amended as follows:

(additions double underlined)

5-2908 Issuance of Licenses.

...

(2) Therapeutic Massage Therapist. Within 14 days after receipt of a complete application and payment of all required fees, the City Clerk must grant or deny the application for a therapeutic massage therapist license. Failure of the Clerk to act upon the application within the time provided will constitute approval of the license. Notice of denial, along with the reasons therefor, will be sent to the applicant. Such notice must be delivered to the applicant or placed in the U.S. mail within the 14 day time limit. The decision of the Clerk may be appealed to the City Council in accordance with Section 5-104.

Section 6. Revised City Code – 1982 Section 5-2910 is hereby amended as follows:

(additions double underlined)

5-2910 Persons Ineligible for License.

...

(2) Therapeutic Massage Therapist. A therapeutic massage therapist license may not be issued to a person who: provides incomplete or inaccurate information on the license application; is unable to provide documentation of completion of message therapy training through an accredited program or from an accredited institution, or could not qualify for a therapeutic massage enterprise license under subsection (1) above, except for paragraph (d), or who is not affiliated with or employed by a therapeutic massage enterprise, or who does not hold a therapeutic massage enterprise license.

Introduced this ____ day of _____.

Adopted this ____ day of _____.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

9.

Meeting Date: 01/20/2015

Subject: 2014-2015 Insurance Renewals

From: Sharon Legg, Finance Director

INTRODUCTION

Staff recommends accepting the quote from the League of Minnesota Cities Insurance Trust (LMCIT) for property and liability insurance for the period December 1, 2014 through November 30, 2015.

DISCUSSION

Mr. Mark Lenz, Bearence Management Group, the City's insurance agent, has presented a quotation for the property and liability policy, which includes a \$50,000 deductible up to an aggregate of \$200,000 as in previous policies. The premium savings, by utilizing the \$50,000 deductible rather than a \$1,000 deductible, will be \$266,771. The City paid \$220,404 in property and liability losses in 2014. Two of the large losses included the freeze ups at the arena and the golf course.

Property Rates Property rates decreased 4%. Coon Rapids is insuring \$120.5 million in buildings/contents and 204 vehicles as compared to \$118.8 million in buildings/contents and 191 vehicles for the prior year. The number of vehicles is dependent on how quickly older vehicles are deleted from the fleet. Property values increased overall by 1.25 percent.

Liability Premium The LMCIT's liability rating system is designed to be simple, do a good job of allocating premium costs to members, and uses just five key factors: number of households, sewer connections, city employees, police officers and overall city expenditures. This rating system is used to rate municipal liability and auto liability premiums. Experience shows that these categories consistently accounted for most of the LMCIT's liability loss costs, about 79% of the total. Land use, measured by number of homes, accounted for 21%, police about 26%, employment claims about 16% and sewer backup 16%. Everything else was about 21%. That category includes claims related to water and other utilities, parks and recreation, licensing, airports, etc. Therefore, premiums shift toward cities with police operations. When the LMCIT first implemented this rating system in 2012, liability premium increases were capped at 30 percent for the first two year of the rating system. This year's premium incorporates the fully phased in premium.

The experience rating factor is based on six categories of losses: police, land use, employment, sewer backups, automobile and all other. Actual losses are compared to expected losses in cities with comparable numbers over the past three years. This rating formula was modified again in 2013 after the City of Coon Rapids received its renewal. Before that change, the City's experience modification factor was .844 but with the revision, it changed to .99. For the 2014-15 renewal, the experience modification factor decreased from .99 to .892. When less than one, the rating represents a discount from the standard premium. This year's premium is based on 2011, 2012 and 2013 losses. The smaller the factor, the better.

Legal Limit Statutory limits are \$500,000 per claimant and \$1.5 million per occurrence. The City has the option to waive these limits, allowing the LMCIT to pay claims in excess of the statutory limit. Waiving the limit does increase the premium. Staff recommends the City not to waive the statutory limit.

No Fault Sewer Back-up Coverage The City carried this coverage from 2002 through 2010 but declined since 2011. The City Council did request that the City carry the insurance in 2013-14 at a cost of \$15,340. The cost for 2015 for similar insurance would cost \$16,834. No fault sewer back-up coverage would supplement a homeowner's personal insurance up to \$10,000 per sewer back-up claim no matter who is at fault. Without the added coverage, the City's insurance would only cover the claim if it were determined to be the City's negligence that caused the back-up. Staff again recommends that the City not purchase this coverage. Because the City has a \$50,000 deductible, all of the \$10,000 would be the City's cost. In 2014 the City did not pay any claims under the sewer no fault coverage.

RECOMMENDATION

Staff recommends authorization for the following:

- Purchasing insurance through the LMCIT with a \$50,000 deductible up to an annual aggregate of \$200,000.
- Maintaining statutory legal limits of \$1.5 million per occurrence.
- Direct staff on the purchase of no fault sewer back up insurance by either selecting option 1 or 2:
 1. Adopt Resolution 15-26 Purchasing sewer backup liability insurance or
 2. Adopt Resolution 15-26A Declining the purchase of optional sewer backup liability insurance

Attachments

RS 15-26

Insurance Premiums

Resolution 15-26A

Resolution No. 15-26

RESOLUTION ESTABLISHING LIMITED CLEAN UP AND
PROPERTY DAMAGE PROTECTION FOR SEWER BACK-UPS AND
WATER MAIN BREAKS FOR WATER AND SEWER CUSTOMERS

WHEREAS, the City of Coon Rapids (City) provides water and sanitary sewer services to property within its jurisdiction; and

WHEREAS, water main breaks may cause water to enter into property causing damage; and

WHEREAS, blockages or other conditions in the City's sanitary sewer lines may cause the back-up of sewage into properties that are connected to City's sanitary lines; and

WHEREAS, water main breaks and sewer back-ups pose a public health and safety concern; and

WHEREAS, it may be difficult to determine the exact cause and responsibility for a water main break or sanitary sewer back-ups and

WHEREAS, the City of Coon Rapids desires to encourage the expeditious clean-up of properties that have encountered damage from water main breaks and sewer back-ups; and

WHEREAS, the City of Coon Rapids desires to minimize the potential of expensive lawsuits arising out of water main breaks and sanitary sewer back-up claims; and

WHEREAS, the City of Coon Rapids is a member of the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, LMCIT has offered the City of Coon Rapids limited "no fault" sewer coverage and water main break coverage (No-Fault Coverage) that will reimburse users of the water and sewer system for certain clean-up costs and property damage regardless of whether the City of Coon Rapids is at fault.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City of Coon Rapids, will reimburse water and sanitary sewer customers for up to \$10,000 of clean-up costs and property damages caused by a water main break or sanitary sewer back-up, regardless of whether the City of Coon Rapids is negligent or otherwise legally liable for damages, subject to the following conditions:

I. Sanitary Sewer Back-Ups. For Sanitary sewer back-ups:

- A. The back-up must have resulted from a condition in the Governmental Unit's sanitary sewer system or lines, and not from a condition in a private line.
- B. The back-up must not have been caused by any catastrophic weather or other event which has been declared by the President of the United States to be a major disaster pursuant to 42 U.S.C. §§ 5121-5206, commonly known as the Stafford Act.

- C. The back-up must not have been caused by an interruption in electric power to the City's sewer system or to any City lift station, which continues for more than 72 hours.
- D. The back-up must not have been caused by an amount of precipitation equivalent to rainfall amounts which exceed:
 - 2.0 inches in a 1-hour period; or
 - 2.5 inches in a 3-hour period; or
 - 3.0 inches in a 6-hour period; or
 - 3.5 inches in a 12-hour period; or
 - 4.0 inches in a 24-hour period; or
 - 4.5 inches in a 72-hour period; or
 - 5.5 inches in a 168-hour period.
- E. Neither the City of Coon Rapids nor LMCIT will reimburse any costs which have been or are eligible to be covered under a property owner's own homeowners' or other property insurance, or which would be eligible to be reimbursed under a National Flood Insurance Protection (NFIP) policy, whether or not the property owner actually has NFIP Coverage.
- F. The maximum amount that the City of Coon Rapids or LMCIT will reimburse is \$10,000 per building, per year. A structure or group of structures served by a single connection to the City's sewer system is considered a single building.

II. Water Main Breaks. For water main breaks:

- A. Neither the City of Coon Rapids nor LMCIT will reimburse any costs which have been or are eligible to be covered under a property owner's own homeowners' or other property insurance
- B. The maximum amount that the City of Coon Rapids or LMCIT will reimburse is \$10,000 to any claimant, regardless of the number of occurrences or the number of properties affected.
- C. Neither the City of Coon Rapids nor LMCIT will pay more than \$250,000 for water main break damages resulting from any single occurrence. All water main break damage which occurs during any period of 72 consecutive hours is deemed to result from a single occurrence. If the total water main break damage for all claimants in a single occurrence exceeds \$250,000, the reimbursement to each claimant will be calculated as follows:
 - 1. A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual damages or \$10,000.
 - 2. The sum of the preliminary reimbursement figures for all claimants will be calculated.
 - 3. Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing \$250,000 by the sum of all claimants' preliminary reimbursement figures.

- III. The City of Coon Rapids' determination to make these payments is contingent on and expressly limited to the extent that No-Fault Coverage is in force and available to reimburse the City of Coon Rapids for the costs set forth herein.
- IV. The City of Coon Rapids retains the right, in its sole discretion, to revoke, rescind, or modify this resolution at any time.
- V. The City of Coon Rapids hereby rescinds any prior resolution providing no-fault sewer backup coverage and water main break coverage.

Adopted this 20th day of January, 2015.

Jerry Koch, Mayor

Attest:

Joan Lenzmeier, City Clerk

City of Coon Rapids, MN

Proposed Insurance Premiums 2012/13 as compared to prior years

Deductible: 50,000/200,000

	2012/13	2011/12	2010/11	2009/10	2008/09	2007/08	2006/07	2005/06	2004/05	2003/04	2002/03
Insured property in millions	114.6	107.8	89.8	71.4	69.3	67.1	63.6	59.4	55	53.2	49.6
Number of vehicles/trailers (1)	171	200	189	186	195	190	181	196	196	174	173
Expenditures (\$ millions) for liability coverage		30.7	28.8	28.7	29.3	28.8	27	26.2	27.2	22.5	21.6
Expenditures (\$ millions) for error & omission coverage		48.5	53.3	48.3	50.3	51.7	49.1	49.2	51.3	39.2	44.1
Expenditures (\$millions) total	55.7										
Statutory limits:											
Per claimant	500,000	500,000	500,000	500,000	400,000	300,000	300,000	300,000	300,000	300,000	300,000
Per occurrence (\$ millions)	1.5	1.5	1.5	1.5	1.2	1.2	1	1	1	1	1
Experience rating	0.804	0.739	0.836	0.846	0.91	0.986	0.94	N/A	N/A	N/A	N/A
Premium:											
Property	47,538	60,524	42,352	39,527	39,975	42,044	39,082	29,614	28,200	33,597	25,523
Inland marine	9,048	10,716	7,725	8,511	9,754	10,350	8,207	6,749	7,610	7,370	7,141
Municipal liability	116,528	89,881	100,975	106,182	126,011	134,372	113,784	94,234	93,997	99,851	97,524
Automobile liability & physical	25,438	23,706	27,007	28,621	34,966	35,669	30,176	28,055	29,031	29,268	26,804
Petrofund reimbursement	Included	Included	Included	Included	Included	Included	Included	Included	576	621	698
Open meeting law	Included	Included	Included	Included	1,496	1,657	1,742	1,599	1,738	1,812	2,077
Bonds	1,268	1,303	1,373	1,656	1,595	1,491	1,374	1,350	1,405	1,384	1,646
No fault sewer back-up	0	0	0	9,024	10,718	10,529	9,672	11,069	7,990	8,486	8,262
Equipment breakdown	16,217	15,028	12,511	9,967	9,664	10,988	10,416	9,490	8,703	8,428	7,844
Accident plan for volunteers (est)	1,450	1,450	1,595	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175
 Total LMCIT policy	 217,487	 202,608	 193,538	 205,663	 236,354	 249,275	 216,628	 184,335	 181,425	 192,992	 179,694
Other vendors											
Lawyer's professional (Aug 1 renewal)		3,534	3,574	3,574	3,759	3,942	3,942	3,942	3,876	3,876	3,555
Clinic professional (June 1 renewal)	n/a	n/a	n/a	n/a	n/a	n/a	4,756	4,754	4,756	4,756	3,805
 Total other vendors	 0	 3,534	 3,574	 3,574	 3,759	 3,942	 8,698	 8,696	 8,632	 8,632	 7,360
 Excess liability (\$1,000,000)	 n/a	 n/a	 n/a	 n/a	 n/a	 n/a	 n/a	 n/a	 n/a	 n/a	 n/a
 Total premium	 217,487	 206,142	 197,112	 209,237	 240,113	 253,217	 225,326	 193,031	 190,057	 201,624	 187,054

(1) Based on number of vehicles at time of application. Fluctuations occur due to overlap in delivery of new units and disposal of old ones.

City of Coon Rapids, MN

Proposed Insurance Premiums 2013/14 as compared to prior years

Deductible: 50,000/200,000

	2014/15	2013/14	2012/13	2011/12
Insured property in millions	120.5	117.1	114.6	107.8
Number of vehicles/trailers (1)	204	191	171	200
Expenditures (\$ millions) for liability coverage				30.7
Expenditures (\$ millions) for error & omission coverage				48.5
Expenditures (\$millions) total	54.1	55.2	55.7	
Statutory limits:				
Per claimant	500,000	500,000	500,000	500,000
Per occurrence	1,500,000	1,500,000	1,500,000	1,500,000
Coverage limits				
Per occurrence	2,000,000	1,500,000		
Aggregate	3,000,000	2,000,000		
Experience rating (old formula)	0.7790	0.8440	0.8040	0.7390
Experience rating (new formula)	0.8920	0.9900		
Premium:				
Property	51,516	49,463	47,538	60,524
Inland marine	9,514	9,459	9,048	10,716
Municipal liability	160,628	150,805	116,528	89,881
Automobile liability & physical	28,696	26,111	25,438	23,706
Petrofund reimbursement	Included	Included	Included	Included
Open meeting law	Included	Included	Included	Included
Bonds	1,419	1,267	1,268	1,303
No fault sewer back-up		0	0	0
Equipment breakdown	15,961	16,828	16,217	15,028
Accident plan for volunteers (est)	1,450	1,450	1,450	1,450
 Total LMCIT policy	 269,184	 255,383	 217,487	 202,608
 Other vendors				
Lawyer's professional (Aug 1 renewal)	3,574	3,574	3,574	3,534
Clinic professional (June 1 renewal)		n/a	n/a	n/a
 Total other vendors	 3,574	 3,574	 3,574	 3,534
 Excess liability (\$1,000,000)	 n/a	 n/a	 n/a	 n/a
 Total premium	 272,758	 258,957	 221,061	 206,142

(1) Based on number of vehicles at time of application. Fluctuations occur due to overlap in delivery of new units and dispc

2010/11	2009/10	2008/09	2007/08	2006/07	2005/06	2004/05	2003/04	2002/03
89.8	71.4	69.3	67.1	63.6	59.4	55	53.2	49.6
189	186	195	190	181	196	196	174	173
28.8	28.7	29.3	28.8	27	26.2	27.2	22.5	21.6
53.3	48.3	50.3	51.7	49.1	49.2	51.3	39.2	44.1
500,000	500,000	400,000	300,000	300,000	300,000	300,000	300,000	300,000
1,500,000	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
0.8360	0.8460	0.9100	0.9860	0.9400	n/a	n/a	n/a	n/a
42,352	39,527	39,975	42,044	39,082	29,614	28,200	33,597	25,523
7,725	8,511	9,754	10,350	8,207	6,749	7,610	7,370	7,141
100,975	106,182	126,011	134,372	113,784	94,234	93,997	99,851	97,524
27,007	28,621	34,966	35,669	30,176	28,055	29,031	29,268	26,804
Included	Included	Included	Included	Included	Included	576	621	698
Included	Included	1,496	1,657	1,742	1,599	1,738	1,812	2,077
1,373	1,656	1,595	1,491	1,374	1,350	1,405	1,384	1,646
0	9,024	10,718	10,529	9,672	11,069	7,990	8,486	8,262
12,511	9,967	9,664	10,988	10,416	9,490	8,703	8,428	7,844
1,595	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175
193,538	205,663	236,354	249,275	216,628	184,335	181,425	192,992	179,694
3,574	3,574	3,759	3,942	3,942	3,942	3,876	3,876	3,555
n/a	n/a	n/a	n/a	4,756	4,754	4,756	4,756	3,805
3,574	3,574	3,759	3,942	8,698	8,696	8,632	8,632	7,360
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
197,112	209,237	240,113	253,217	225,326	193,031	190,057	201,624	187,054

sal of old ones. Beginning in 2014, trailers were listed.

2001/02	1998/99	1997/98	1996/97	1995/96		1994/95	
47.6							
176							
21.5							
43.3							
300,000							
1,000,000							
n/a							
21,875	16,418	14,274	13,358	24,889		21,057	
5,486	3,696	3,563	3,372	2,187		1,980	
92,039	96,128	95,024	93,712	100,924		148,000	
32,221	27,923	24,521	20,022	21,695		24,341	
698	468	389	840	650		788	
2,078	2,957	2,957	1,408	3,125		3,484	
1,453	1,322	1,282	1,252	4,176			
7,819							
7,520	6,770	6,426	5,592	4,632		1,363	
2,175	2,175	2,175	2,175	2,175		2,132	
173,364	157,857	150,611	141,731	0	164,453	0	203,145
							0
2,963	2,712	2,927	2,936	2,936		2,438	
3,260	3,203	3,203	2,213	2,213		3,483	
6,223	5,915	6,130	5,149	5,149		5,921	
39,240	45,307	45,307	42,615	46,439		71,421	
218,827	209,079	202,048	189,495	216,041		280,487	

1993/94*

27,111
2,331
125,670
20,516
N/A
1,890

1,292

178,810

2,239
3,004

13,615

126,436

317,821

RESOLUTION NO. 15-26A

**RESOLUTION RESCINDING LIMITED SEWER BACK-UP CLEAN UP AND
PROPERTY DAMAGE PROTECTION FOR MUNICIPAL SEWER CUSTOMERS**

WHEREAS, the City of Coon Rapids previously carried no fault sewer back-up coverage to reimburse sanitary sewer customers for certain costs related to sewer back-ups; and

WHEREAS, the City of Coon Rapids obtained coverage from the League of Minnesota Cities Insurance Trust (LMCIT) to cover the costs of such reimbursement; and

WHEREAS, the City of Coon Rapids has determined to discontinue such LMCIT coverage in light of current economic, safety, and health policy considerations; and

NOW THEREFORE, BE IT RESOLVED, that the City of Coon Rapids does hereby rescind no fault sewer back-up coverage effective as of the date of this Resolution.

Adopted this 20th day of January, 2015.

Jerry Koch, Mayor

Attest: _____
Joan Lenzmeier, City Clerk



City Council Regular

10.

Meeting Date: 01/20/2015

Subject: Open Mic Report - Jerry Pierce, Re: Open Mic Changes

From: Matt Stemwedel, Assistant City
Manager

INTRODUCTION

Jerry Pierce, 12236 Partridge Street NW, appeared at Open Mic at the January 5, 2015 City Council meeting and had questions regarding the change to the Open Mic procedures at regular City Council meetings.

DISCUSSION

Beginning with the first regular City Council meeting of 2015, Open Mic has been moved to be a part of the regular City Council agenda rather than immediately preceding the City Council meeting. Due to this change, Open Mic will also be recorded and televised. The City's Open Mic policy is as follows:

Open Mic provides an opportunity for the public to address the City Council on subjects that are not part of the regular meeting agenda. The public is invited to express any concerns they may have which are relevant to the affairs, policies or practices of the City of Coon Rapids. Remarks will be limited to three (3) minutes.

Should someone wish to participate in Open Mic, they shall approach the podium and provide his/her name and address before addressing the Council. All remarks will be made from the podium and addressed to the Council as a whole. Personal attacks are prohibited. Open Mic is not a time for problem solving or reacting to the comments made, but for hearing the speaker for informational purposes only. Questions from Council will be for clarification only. If necessary, a staff report will be prepared for the next regular Council meeting, with a copy forwarded to the speaker.

RECOMMENDATION

No additional action is required at this time.
